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FILED

FEB 27 1989

CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
BY SANTA ANA, CALIFORNIA DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 GARY FERNANDEZ,)
12 Plaintiff,)
13 v.)
14)
15 DAVID HALL; PROFESSIONAL COIN)
16 GRADING SERVICE, a California)
17 corporation; STEVEN IVY;)
18 JAMES HALPERIN; HERITAGE)
19 CAPITAL CORPORATION, a Texas)
20 corporation; and DOES 1)
21 through 20, Inclusive,)
22 Defendants.)

CASE NO. CV 556 JSL (RWRx)

PLAINTIFF'S ANSWER
TO COUNTER CLAIM OF COUNTER-
CLAIMANTS' HERITAGE CAPITAL
CORPORATION

23 COMES NOW, Gary Fernandez, and for himself responds to the
24 counter-claims of Heritage Capital Corporation and alleges as
25 follows:

26 1. In reply to the allegations set forth by counter-
27 claimant in paragraphs 3 and 4. of the counterclaim, this answering
28 counter-defendant admits the allegations therein contained.

2. In reply to the allegations set forth by counter-claimant
in paragraph 5 of the counterclaim, this answering counter-
defendant admits that Heritage purchases coins and further admits

1 that it is a common practice in the numismatic industry to grade
2 coins on a numerical scale. Except as expressly herein above
3 admitted this answering counter-defendant denies for lack of
4 information and belief each and every other allegations therein
5 contained.

6 3. In reply to the allegations set forth by counter-claimant
7 in paragraphs 6, 7 and 8. of the counterclaim, this answering
8 counter-defendant denies, for lack of information and belief, all
9 the allegations therein contained.

10 4. In answer to the allegations set forth in paragraph 9. of
11 the counter-claim, this answering counter-defendant admits the
12 allegations therein contained.

13 5. In reply to the allegations set forth by counter-claimant
14 in paragraph 10 of the counterclaim, this answering counter-
15 defendant admits that, between January, 1987 and August of 1988
16 counter-defendant engaged in business transactions with counter-
17 claimant. Except as expressly hereinabove admitted, this answering
18 defendant denies each and every other allegation contained in
19 paragraph 10 in the disjunctive as well as the conjunctive and
20 expressly denies that PCGS grades or PCGS holders constituted the
21 basis of any bargain within the meaning of California Commercial
22 Code Section 2313.

23 6. In reply to the allegations set forth by counter-claimant
24 in paragraph 11 of the counterclaim, this answering counter-
25 defendant admits entry into a contract or contracts pursuant to
26 which Heritage agreed to pay for coins delivered by counter-
27 defendant, through his agent, Brian Fazio, to Heritage. Except as
28 otherwise expressly admitted herein, this answering counter-

1 defendant denies the balance of the allegations set forth in
2 paragraph 11 in the disjunctive as well as the conjunctive.

3 7. In reply to the allegations set forth by counter-claimant
4 in paragraph 12 of the counterclaim, this answering counter-
5 defendant admits that the contract admitted to in paragraph 6.
6 hereof obligated plaintiff to deliver coins of the grades agreed
7 upon. Except as expressly hereinabove admitted this answering
8 counter-defendant denies in the disjunctive as well as the
9 conjunctive each and every allegation contained in paragraph 12.

10 FIRST CLAIM FOR RELIEF

11 8. In answer to the allegations set forth in paragraph 13.
12 of the counter-claim, this answering counter-defendant reallege his
13 responses to paragraphs 1 through 12 of the counterclaim as
14 hereinabove answered.

15 9. In reply to the allegations set forth by counter-claimant
16 in paragraph 14 of the counterclaim, this answering counter-
17 defendant denies that Heritage has performed its obligations under
18 its contract with counter-defendant and expressly reallege that
19 Heritage has failed and refused and continues to fail and refuse to
20 pay for coins received and accepted by Heritage.

21 10. In reply to the allegations set forth by counter-
22 claimant in paragraph 15 of the counterclaim, this answering
23 counter-defendant denies in the disjunctive as well as the
24 conjunctive each and every allegation therein contained and
25 expressly denies knowingly delivering any counterfeit coins,
26 counterfeit coin holders or counterfeit inserts to coin holders in
27 the coins delivered by counter-defendant, through his agent, Brian
28 Fazio, in accordance with the purchase by Heritage of coins from

1 counter-defendant.

2 11. In reply to the allegations set forth by counter-
3 claimant in paragraph 16 of the counterclaim, this answering
4 counter-defendant denies for lack of information and belief each
5 and every allegation therein contained and expressly denies that
6 counter claimant sustained damages in the sum of \$200,000 or in any
7 sum whatsoever and affirmatively alleges that counter-claimant has
8 possession of counter defendant's coins and that said coins are of
9 a value exceeding \$890,000 and any damages alleged by counter-
10 claimant are offset by the amounts due counter-defendant from
11 counter-claimant.

12 12. In reply to the allegations set forth by counter-
13 claimant in paragraph 17 of the counterclaim, this answering
14 counter-defendant reallege his answers to paragraphs 1 through 12
15 of the counter-claim as hereinabove responded to.

16 13. In reply to the allegations set forth by counter-
17 claimant in paragraph 18 of the counterclaim, this answering
18 counter-defendant denies in the disjunctive as well as the
19 conjunctive each and every allegation therein contained and
20 expressly denies that he knowingly delivered any coins in
21 counterfeit PCGS holders or that he knowingly delivered any coins
22 with counterfeit PCGS inserts.

23 14. In reply to the allegations set forth by counter-
24 claimant in paragraph 19 of the counterclaim, this answering
25 counter-defendant denies in the disjunctive as well as the
26 conjunctive each and every allegation contained therein and
27 expressly denies that any coins delivered were of a grade other
28 than as represented by counter defendant and expressly alleges that

each of the coins delivered were true American coins and not counterfeit, and that each coin was of a grade as represented. This answering counter-defendant further expressly denies that the coins provided were other than as represented either by grade or by condition.

15. In reply to the allegations set forth by counter-claimant in paragraph 20 of the counterclaim, this answering counter-defendant denies that he has caused counter claimant any damage whatsoever in any sum.

THIRD CLAIM FOR RELIEF

(FRAUD)

16. In reply to the allegations set forth by counter-claimant in paragraph 21 of the counterclaim, this answering counter-defendant reallege his answers and responses to paragraph 1 through 12 of the counter-claim as above set forth.

17. In reply to the allegations set forth by counter-claimant in paragraph 22 of the counterclaim, this answering counter-defendant denies any knowledge that the coins delivered and of which Heritage took possession were not PCGS coins. Counter defendant denies in the disjunctive as well as the conjunctive each and every allegation set forth in paragraph 22 of the counter claim

18. In reply to the allegations set forth by counter-claimant in paragraph 23 of the counterclaim, this answering counter-defendant denies any knowledge that the coins of which Heritage took possession were not graded by PCGS and further denies that any representations made either by counter defendant or any agent or representative of counter defendant were false or known to be false at the time they were made. Counter-defendant denies in

1 the disjunctive as well as the conjunctive each allegation
2 contained in paragraph 23, of the counterclaim.

3 19. In reply to the allegations set forth by counter-
4 claimant in paragraph 24 of the counterclaim, this answering
5 counter-defendant denies in the disjunctive as well as the
6 conjunctive each and every allegation therein set forth.

7 20. In reply to the allegations set forth by counter-
8 claimant in paragraph 25 of the counterclaim, this answering
9 counter-defendant denies intentionally making any false
10 representations or that any representations made by him or any of
11 his agents were in fact false or known to be false when made. This
12 answering counter-defendant expressly alleges that if in fact the
13 items of which Heritage took possession were coins in counterfeit
14 PCGS holders or wither counterfeit PCGS inserts, counter-defendant
15 was unaware of that condition because counter-defendant had
16 absolute confidence in the items and it was not known to counter
17 defendant or within counter-defendant's diligent attention or
18 observation because said counterfeit holders, or inserts, if they
19 were counterfeit, could not be detected except by very close
20 scrutiny and in some cases, under magnification.

21 21. In reply to the allegations set forth by counter-
22 claimant in paragraph 26 of the counterclaim, this answering
23 counter-defendant denies that he caused Heritage to suffer any
24 damages whatsoever whether in the sum of \$200,000 or any sum.

25 22. In reply to the allegations set forth by counter-
26 claimant in paragraph 27 of the counterclaim, this answering
27 counter-defendant denies that he acted with any oppression, malice,
28 conscious disregard or any bad faith intent whatsoever and further

1 expressly denies that Heritage is entitled to punitive or exemplary
2 damages in the sum of \$1,000,000 or in any sum whatsoever.

3 **FOURTH CLAIM FOR RELIEF**

4 **(NEGLIGENCE)**

5 23. In reply to the allegations set forth by counter-
6 claimant in paragraph 28 of the counterclaim, this answering
7 counter-defendant reallege his answers to the allegations in
8 paragraphs 1 through 12, 22 through 25 of the counter claim as
9 hereinabove responded to.

10 24. In reply to the allegations set forth by counter-
11 claimant in paragraph 29 of the counterclaim, this answering
12 counter-defendant denies that any statements made by counter
13 defendant or any of his agents were untrue or that, if said
14 statements were untrue that they were known to be untrue.
15 This answering counter-defendant denies intentionally making any
16 false representations or that any representations made by him or
17 any of his agents were in fact false or known to be false when
18 made. This answering counter-defendant expressly alleges that if
19 in fact the items of which Heritage took possession were coins in
20 counterfeit PCGS holders or wither counterfeit PCGS inserts,
21 counter-defendant was unaware of that condition because counter-
22 defendant had absolute confidence in the items and it was not known
23 to counter defendant or within counter-defendant's diligent
24 attention or observation because said counterfeit holders, or
25 inserts, if they were counterfeit, could not be detected except by
26 very close scrutiny and in some cases, under magnification.

27 25. In reply to the allegations set forth by counter-
28 claimant in paragraph 30 of the counterclaim, this answering

1 counter-defendant denies that he caused Heritage to suffer any
2 damages whether in the sum of \$200,000 or in any sum whatsoever or
3 that counter claimants sustained damages in the sum of \$200,000 or
4 in any sum whatsoever.

5 26. In reply to the allegations set forth by counter-
6 claimant in paragraph 31 of the counterclaim, this answering
7 counter-defendant denies that he acted with oppression, malice or
8 conscious disregard of any rights of counter claimant or that
9 counter defendant engaged in any act of bad faith or engaged in any
10 act with bad or wrongful content or further expressly denies that
11 counter-claimant is entitled to exemplary damages in the sum of
12 \$1,000,000 or in any sum whatsoever.

13 **FIFTH CLAIM FOR RELIEF**

14 **(UNFAIR COMPETITION)**

15 27. In reply to the allegations set forth by counter-
16 claimant in paragraph 32 of the counterclaim, this answering
17 counter-defendant reallege his answers to paragraph 1 through 12,
18 15 through 18, 22 through 25 and 29 of the counterclaim as herein
19 above responded to.

20 28. In reply to the allegations set forth by counter-
21 claimant in paragraph 33 of the counterclaim, this answering
22 counter-defendant admits that Heritage and this counter-defendant
23 were both engaged in the numismatic industry by buying and selling
24 gold coins and investing, speculating and "playing the market" in
25 said coins except as herein expressly admitted this answering
26 counter-defendant denies in the disjunctive as well as the
27 conjunctive each and every allegation contained in paragraph 33 of
28 the counterclaim and expressly denies that counter defendant

1 engaged in any unfair competition or in any violation of Business
2 and Professions Code Section 17200 or any other section of said
3 code.

4 29. In reply to the allegations set forth by counter-
5 claimant in paragraph 34 of the counterclaim, this answering
6 counter-defendant denies in whole and in its entirety in the
7 disjunctive as well as the conjunctive the whole of the allegations
8 contained in paragraph 34.

9 30. In reply to the allegations set forth by counter-
10 claimant in paragraph 35 of the counterclaim, this answering
11 counter-defendant denies expressly and specifically that he engaged
12 in any unlawful acts or any acts in violation of business or
13 professions code 17200 or any other section thereof and expressly
14 and specifically denies in the conjunctive as well as the
15 disjunctive each and every allegation contained in paragraph 35 of
16 the counter claims.

17 31. In reply to the allegations set forth by counter-
18 claimant in paragraph 36 of the counterclaim, this answering
19 counter-defendant denies that he caused Heritage to sustain any
20 damage whatsoever whether in the sum of \$200,000 or inn any sum and
21 further denies that Heritage has been damaged or sustained any
22 damages in the sum of \$200,000 or in any sum whatsoever.

23 32. In reply to the allegations set forth by counter-
24 claimant in paragraph 37 of the counterclaim, this answering
25 counter-defendant denies that he acted with oppression, malice or
26 conscious disregard of Heritage's rights or with any bad intent or
27 bad faith and further expressly denies that Heritage is entitled to
28 exemplary or punitive damages in the sum of \$1,000,000 or in any

1 sum whatsoever.

2 SIXTH CLAIM FOR RELIEF
3 (BREACH OF SALES CONTRACT)

4 33. In reply to the allegations set forth by counter-
5 claimant in paragraph 38 of the counterclaim, this answering
6 counter-defendant reallege paragraphs 1 through 12 as though fully
7 set forth hereat. This answering defendant admits that he , from
8 time to time, bought coins from Heritage. Except as expressly
9 herein admitted, this answering counter-defendant denies in the
10 disjunctive as well as the conjunctive each and every allegation
11 set forth in paragraph 38 of the counter claim

12 34. In reply to the allegations set forth by counter-
13 claimant in paragraph 39 of the counterclaim, this answering
14 counter-defendant admits that Heritage, from time to time delivered
15 coins to counter-defendant. Except as expressly admitted, this
16 answering defendant denies in the disjunctive as well as the
17 conjunctive each and every allegation otherwise therein contained
18 and expressly denies that he owes counter claimants \$69,000 or any
19 sum whatsoever and further expressly alleges that counter-defendant
20 is entitled to an off set of any obligation owed or claimed by
21 counter claimant by reason of counter claimant's taking possession
22 of and remaining in possession of \$890,000 worth of coins for which
23 counter-defendant has not been paid.

24 35. In reply to the allegations set forth by counter-
25 claimant in paragraph 40, 41, and 42, of the counterclaim, this
26 answering counter-defendant denies in the disjunctive as well as
27 the conjunctive each and every allegation therein contained.

28 36. In reply to the allegations set forth by counter-

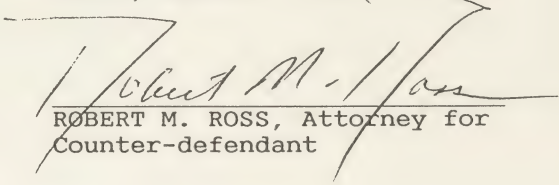
1 claimant in paragraph 43 of the counterclaim, this answering
2 counter-defendant denies in the disjunctive as well as the
3 conjunctive each and every allegation therein contained and
4 expressly denies that counter defendant owes \$69,000 plus interest
5 or any sum whatsoever to counter claimant and further alleges that,
6 by reason of set-off owed to counter defendant by counter claimant
7 in the sum of \$891,000 counter-claimant is not entitled to any sum
8 whatsoever.

9 37. As and for a First Affirmative Defense this answering
10 counter-defendant alleges that counter claimant has unclean hands.

11 38. As and for a Second Affirmative Defense this answering
12 counter-defendant alleges that counter claimant is indebted to
13 counter-defendant in the sum of \$891,000 and, accordingly, counter-
14 defendant is entitled to a set-off as and against any allegations
15 of damages or provable damages which may be due counter claimants
16 upon any claim against counter-defendant.

17 Dated:

KLASS, HELMAN & ROSS

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19 
20 ROBERT M. ROSS, Attorney for
21 Counter-defendant
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing

and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner ☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on _____, 19____, at _____ California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENT (other than summons and complaint)

Received copy of document described as _____

on _____, 19____.

Type or Print Name

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of LOS ANGELES, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

10850 Wilshire Blvd., Suite 500 Los Angeles, CA 90024

On Feb. 27, 1989, I served the foregoing document described as _____

PLAINTIFF'S ANSWER TO COUNTER-CLAIM

on all interested parties

in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

PETER WILSON, ESQ.
LATHAM & WATKINS
650 TOWN CENTER DRIVE, 20TH FLOOR
COSTA MESA, CA 92626

WILLIAM J. RIEFMAN, ESQ.
MAYER, BROWN & PLATT
355 SO. GRAND AVENUE
LOS ANGELES, CA 90071

☒ (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Los Angeles, California.

Executed on Feb. 27, 1989, 19____, at Los Angeles, California.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

Executed on _____, 19____, at _____, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

KAREN S. SMYTH

Type or Print Name

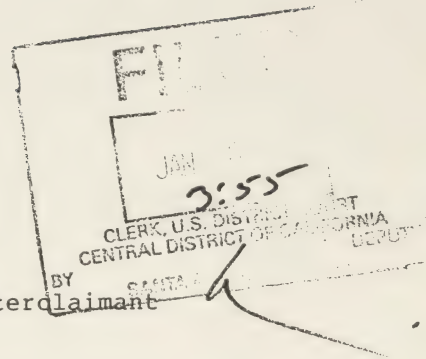
Karen S. Smyth

Signature

1 MAYER, BROWN & PLATT
2 WILLIAM J. REIFMAN
3 RICHARD A. MCDONALD
4 355 South Grand Avenue
5 Suite 3800
6 Los Angeles, California 90071
7 (213) 229-9500

8 ARMEN R. VARTIAN, ESQ.
9 250 West 57th Street, Suite 1216
10 New York, New York 10019
11 (212) 262-5310

12 Attorneys For Defendant And Counterclaimant
13 HERITAGE CAPITAL CORPORATION



14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 GARY FERNANDEZ,) CASE NO. CV 88-556(JSL)(RWRx)
17)
18 Plaintiff,)
19)
20 vs.)
21)
22 DAVID HALL; PROFESSIONAL COIN) COUNTERCLAIMS FOR BREACH OF
23 GRADING SERVICE, a California) PURCHASE CONTRACTS, BREACH OF
24 corporation; STEVEN IVY; JAMES) EXPRESS WARRANTIES, FRAUD,
25 HALPERIN; HERITAGE CAPITAL) NEGLIGENCE MISREPRESENTATION,
26 CORPORATION, a Texas) UNFAIR COMPETITION, AND BREACH
27 corporation; and DOES 1) OF SALES CONTRACT
28 through 20, inclusive,)
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30 Defendants.)
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1 As and for its claims for relief against counterdefendant
2 Gary Fernandez, counterclaimant Heritage Capital Corporation
3 avers as follows:

4 JURISDICTION AND VENUE
5

6 1. These counterclaims arise out of the transactions and
7 occurrences that are the subject matter of the complaint filed by
8 plaintiff and counterdefendant Gary Fernandez
9 ("Counterdefendant") , and under the common law and statutes of
10 the State of California. This Court has jurisdiction by virtue
11 of Rule 13 of the Federal Rules of Civil Procedure and 28 U.S.C.
12 §§ 1332(a).

13 2. Venue is proper in this District pursuant to 28 U.S.C.
14 § 1391, and, by filing suit in this Court, Counterdefendant has
15 waived any right to object to the venue for these counterclaims.
16

17 PARTIES
18

19 3. Counterclaimant Heritage Capital Corporation
20 ("Heritage"), at all relevant times herein, was a Texas
21 corporation engaged, directly and through its wholly-owned
22 subsidiaries Heritage Coin Wholesale ("HCW"), Heritage Rare Coin
23 Galleries, Inc. ("HRCG"), and U.S. Tangible Investments
24 Corporation ("USTIC"), in the business of buying and selling rare
25 coins within the numismatic industry and throughout the United
26 States.

27 4. Counterdefendant, at all relevant times herein, was a
28 resident in the State of California, County of Alameda, and doing

1 business, directly and through agents such as Bryan Fazio, as a
2 rare coin dealer within the numismatic industry and throughout
3 the United States in competition with Heritage.

4
5 BACKGROUND

6
7 5. As part of its regular business activities, Heritage
8 purchases rare coins from other rare coin dealers and at trade
9 shows throughout the United States. Many of these rare coins
10 have been certified by third-party experts as to their date,
11 denomination, type, and grade, i.e., state of preservation.
12 Grading of rare coins is on a numerical scale ranging from zero
13 (0), for coins in poor condition, to seventy (70), for coins in
14 excellent condition. The higher the grade for a particular type
15 of coin, the higher its value in the marketplace. Whenever
16 Heritage purchases coins that have been certified by third-party
17 experts, Heritage relies on the certification, particularly with
18 regard to grade, in determining the amount it is willing to pay
19 for the coins.

20 6. As part of its regular business activities, Heritage
21 also resells coins it has previously purchased depending upon
22 market conditions. Whenever Heritage resells coins that have
23 been certified as discussed in Paragraph 5, Heritage relies on
24 the certification, particularly with regard to grade, in
25 determining the amount it asks to receive for the coins.

26 7. Heritage also relies on the certification of the
27 grading discussed in Paragraph 5 when it guarantees every
28 certified coin it sells or trades. The terms of Heritage's

1 guarantee provides, inter alia, that any customer who purchases
2 an inaccurately graded coin may return the coin to Heritage and
3 Heritage will either replace the coin with a coin from its own
4 inventory that has been properly certified, or it will refund the
5 customer's money.

6 8. Professional Coin Grading Service, Inc. ("PCGS") is the
7 largest of all of the third-party experts who certify the grade
8 of rare coins, and Heritage is the largest dealer in PCGS
9 coins. The skill, standards and accuracy that PCGS uses in
10 grading coins is well-known throughout the numismatic industry
11 and allows Heritage and Heritage's customers to have confidence
12 in the grades of coins which have been certified by PCGS. The
13 market for PCGS coins is exceptionally liquid and PCGS coins are
14 often sold or traded "sight unseen" because of the market's
15 confidence in PCGS' certification of the grades of coins.

16 9. PCGS places the coins it certifies into easily
17 recognizable individual plastic holders which contain the coin
18 and a paper insert with the date, denomination, type and grade as
19 certified. The paper insert also contains PCGS's name and logo,
20 and a unique serial number assigned to the coin by PCGS.

21 10. On or between January, 1987 and August, 1988, Heritage
22 on several occasions negotiated with Counterdefendant and his
23 agent, Bryan Fazio, for the purchase of certain PCGS coins. In
24 the course of the parties' negotiations, Counterdefendant
25 affirmed and assured Heritage that he would deliver coins that
26 had been certified by PCGS as to their grades as described in
27 Paragraph 5. Counterdefendant's affirmations and assurances
28 became part of the basis of the bargain between the parties and

1 constituted express warranties under California Commercial Code
2 § 2313.

3 11. In reliance on the express warranties by
4 Counterdefendant described in Paragraph 10, Heritage entered into
5 contracts with Counterdefendant for the purchase of coins that
6 had been certified by PCGS as to their grades (the "Purchase
7 Contracts"), which contracts are evidenced by Heritage's purchase
8 receipts, true and correct copies of which are attached hereto as
9 Exhibit A and incorporated herein by this reference.

10 12. The Purchase Contracts described in Paragraph 11
11 obligated Counterdefendant to deliver PCGS coins of the type
12 described to Heritage.

13
14 FIRST CLAIM FOR RELIEF

15 (Breach Of The Purchase Contracts)

16 13. Heritage reavers and incorporates by reference, as if
17 fully set forth herein, Paragraphs 1 through 12.

18 14. Heritage has performed each and every obligation
19 required of it under the Purchase Contracts, or has been
20 prevented or excused from performing any remaining obligations by
21 reason of the acts and/or omissions of Counterdefendant as
22 described herein.

23 15. Counterdefendant has materially and substantially
24 breached the Purchase Contracts by failing to deliver the PCGS
25 coins described in the Purchase Contracts, by delivering coins
26 that had not been graded by PCGS, by delivering coins in
27 counterfeit PCGS holders with genuine inserts, and by delivering
28 coins in counterfeit PCGS holders with counterfeit inserts that

1 did not state the true and accurate PCGS grades for the coins.

2 16. Following Counterdefendant's breach of the Purchase
3 Contracts, Heritage removed all of the PCGS coins that it had
4 purchased from Counterdefendant from its inventory. In addition,
5 pursuant to the terms of its guarantee Heritage replaced the PCGS
6 coins that had not been graded by PCGS and that it had sold to
7 its customers with PCGS coins from its own inventory that had
8 actually been graded by PCGS. In so doing, Heritage suffered
9 damages in an amount subject to proof at trial but not less than
10 two hundred thousand dollars (\$200,000), as well as incidental
11 and consequential damages in an amount subject to proof at trial.
12

13 SECOND CLAIM FOR RELIEF

14 (Breach Of Express Warranties)

15 17. Heritage reavers and incorporates by reference, as if
16 fully set forth herein, Paragraphs 1 through 12.

17 18. Counterdefendant breached his express warranties to
18 Heritage by failing to deliver the PCGS coins described in the
19 Purchase Contracts, by delivering coins that had not been graded
20 by PCGS, by delivering coins in counterfeit PCGS holders with
21 genuine inserts, and by delivering coins in counterfeit PCGS
22 holders with counterfeit inserts that did not state the true and
23 accurate PCGS grades for the coins. As a result of
24 Counterdefendant's breach of his express warranties, Heritage did
25 not receive the PCGS coins of the grades and condition as
26 warranted by Counterdefendant.

27 19. Pursuant to California Commercial Code § 2607, et seq.,
28 Heritage hereby notifies Counterdefendant by service of this

1 counterclaim that the PCGS coins delivered to Heritage under the
2 terms and conditions of the Purchase Contracts were not of the
3 grades and condition as warranted.

4 20. As a proximate result of Counterdefendant's breach of
5 his express warranties, Heritage has been damaged in an amount
6 subject to proof of trial but not less than an amount equal to
7 the difference between the value of the coins when delivered and
8 accepted and the value which the coins would have had on the date
9 of purchase if they had been of the grades and condition as
10 warranted.

11
12 THIRD CLAIM FOR RELIEF

13 (Fraud)

14 21. Heritage reavers and incorporates by reference, as if
15 fully set forth herein, Paragraphs 1 through 12.

16 22. On or between January, 1987 and August, 1988,
17 Counterdefendant and his agent, Bryan Fazio, falsely and
18 fraudulently represented to Heritage that the coins identified in
19 the Purchase Contracts had been graded by PCGS in order to induce
20 Heritage to purchase the coins from him at the prices he
21 requested.

22 23. Counterdefendant's representations were false in that
23 the coins he delivered to Heritage, among other things, had not
24 been graded by PCGS and had been placed by Counterdefendant
25 and/or his agents in counterfeit PCGS holders with or without
26 counterfeit inserts which did not state the true and accurate
27 grades of the coins. Counterdefendant knew his representations
28 were false when he made them, and Counterdefendant made the false

1 representations with the knowledge that Heritage would rely upon
2 them to determine whether to purchase the coins at the prices he
3 requested.

4 24. Heritage reasonably relied upon Counterdefendant's
5 false representations, the falsity of which was then unknown to
6 it, and was thereby induced to purchase the coins identified in
7 the Purchase Contracts at the prices requested by
8 Counterdefendant.

9 25. Heritage's reliance upon Counterdefendant's
10 intentionally false representations was reasonable and justified
11 because the fact that Counterdefendant was selling coins in
12 counterfeit PCGS holders with counterfeit PCGS inserts was not
13 known to it or within its diligent attention and observation,
14 because said counterfeit holders and inserts could not be
15 detected except by very close scrutiny and in some cases under
16 magnification, and because Heritage had absolute confidence in
17 PCGS' certification of the grading of coins so that Heritage
18 often purchased PCGS coins sight unseen.

19 26. As a direct and proximate result of Counterdefendant's
20 false representations, Heritage has suffered damages in an amount
21 subject to proof at trial but not less than two hundred thousand
22 dollars (\$200,000), as well as incidental and consequential
23 damages in an amount subject to proof at trial.

24 27. In doing the acts alleged herein, Counterdefendant
25 acted with oppression, malice and a conscious disregard of
26 Heritage's rights and, therefore, Heritage is entitled to
27 punitive and/or exemplary damages in the amount of one million
28 dollars (\$1,000,000).

1 FOURTH CLAIM FOR RELIEF

2 (Negligent Misrepresentation)

3 28. Heritage reavers and incorporates by reference, as if
4 fully set forth herein, Paragraphs 1 through 12, and Paragraphs
5 22 through 25.

6 29. At the time Counterdefendant made the representations
7 alleged in Paragraphs 10 and 22, he had no reasonable grounds for
8 believing such representations to be true and knew, or should
9 have known, of the falsity and materiality of such
10 representations and omissions.

11 30. As a direct and proximate result of Counterdefendant's
12 wrongful and negligent conduct, Heritage has suffered damages in
13 an amount subject to proof at trial but not less than two hundred
14 thousand dollars (\$200,000), as well as incidental and
15 consequential damages in an amount subject to proof at trial.

16 31. In doing the acts alleged herein, Counterdefendant has
17 acted with oppression, malice and a conscious disregard of
18 Heritage's rights and, therefore, Heritage is entitled to
19 punitive and/or exemplary damages in the amount of one million
20 dollars (\$1,000,000).
21

22 FIFTH CLAIM FOR RELIEF

23 (Unfair Competition)

24 32. Heritage reavers and incorporates by reference, as if
25 fully set forth herein, Paragraphs 1 through 12, Paragraphs 15
26 and 18, Paragraphs 22 through 25, and Paragraph 29.

27 33. This claim arises under the common law of unfair
28 competition and under California Business and Professions Code §§

1 17200, et seq., in that Counterdefendant is in competition with
2 Heritage within the numismatic industry and throughout the United
3 States.

4 34. Heritage is informed and believes, and on that basis
5 alleges, that between December 22, 1986 and September 2, 1988,
6 Counterdefendant falsely and fraudulently advertised the grading
7 of approximately 1,700 PCGS coins to Heritage and others within
8 the numismatic industry in that Counterdefendant represented that
9 such coins were PCGS coins that had been certified by PCGS as to
10 their grades when, in fact, the coins had not been certified by
11 PCGS and, instead, Counterdefendant and/or his agents had placed
12 the coins in counterfeit PCGS holders with or without counterfeit
13 inserts that did not state the true and accurate grades of the
14 coins.

15 35. The actions of Counterdefendant referred to in
16 Paragraph 34 constitute unlawful, unfair and fraudulent business
17 practices, as prohibited by the common law and by Business and
18 Professions Code §§ 17200, et seq., and were undertaken by
19 Counterdefendant with the intent to undermine Heritage's business
20 reputation, goodwill and leadership position within the
21 numismatic industry as the largest dealer in PCGS coins, and to
22 diminish the monetary value of Heritage's inventory of PCGS coins.

23 36. As a proximate and direct result of Counterdefendant's
24 unlawful conduct and acts of unfair competition, Heritage has
25 sustained damages in an amount subject to proof at trial but not
26 less than two hundred thousand dollars (\$200,000), as well as
27 incidental and consequential damages in an amount subject to
28 proof at trial.

37. In doing the acts alleged herein, Counterdefendant has acted with oppression, malice and a conscious disregard of Heritage's rights and, therefore, Heritage is entitled to punitive and/or exemplary damages in the amount of one million dollars (\$1,000,000).

SIXTH CLAIM FOR RELIEF

(Breach Of Sales Contract)

38. On or about July 26, 1988, Counterdefendant agreed to purchase from HCW the coins described on Invoice No. 24492 (the "Sales Contract"), a true and correct copy of which is attached hereto as Exhibit B and incorporated herein by this reference.

39. Pursuant to the terms and conditions of the Sales Contract, Heritage was obligated to deliver to Counterdefendant the coins described therein and Counterdefendant was obligated to pay Heritage the amount of \$69,000 upon delivery of the coins.

40. Pursuant to paragraph 12 of the terms and conditions of the Sales Contract, Counterdefendant agreed to pay the attorneys' fees, court costs and other collection costs Heritage incurred in collecting any amounts due, as well as interest on such amounts at the highest rate permitted by law.

41. Heritage has performed each and every obligation required of it under the Sales Contract, or has been prevented or excused from performing any remaining obligations by reason of the acts and/or omissions of Counterdefendant as described herein.

42. Counterdefendant has materially and substantially breached the Sales Contract by failing to pay the amount of

1 \$69,000 to Heritage after Heritage delivered the coins described
2 in the Sales Contract to him.

3 43. As a proximate result of Counterdefendant's breach of
4 the Sales Contract, Heritage has suffered damages in amount
5 subject to proof at trial but not less than sixty-nine thousand
6 dollars (\$69,000), plus interest at the highest rate permitted by
7 law. Further, Heritage has been forced to hire attorneys to
8 collect the \$69,000 due from Counterdefendant thereby incurring
9 attorneys' fees, court costs and other collection costs in an
10 amount subject to proof at trial.

11
12 WHEREFORE, Heritage prays for relief as follows:

13 1. For an award of its compensatory damages for
14 Counterdefendant's breach of the Purchase Contracts in an amount
15 subject to proof at trial but not less than two hundred thousand
16 dollars (\$200,000);

17 2. For an award of its compensatory damages for
18 Counterdefendant's breach of the Sales Contract in an amount
19 subject to proof at trial but not less than sixty-nine thousand
20 dollars (\$69,000), plus interest at the highest rate permitted by
21 law;

22 3. For an award of its incidental and consequential
23 damages in an amount subject to proof at trial;

24 4. For treble damages in an amount subject to proof at
25 trial but not less than an amount equal to three times the total
26 of Heritage's compensatory, incidental and consequential damages;

27 5. For an award of punitive and/or exemplary damages in a
28 amount to be awarded at trial but not less than one million

dollars (\$1,000,000);

6. For an award of its attorneys' fees, court costs, and other collection costs it incurred in collecting the amounts due from Counterdefendant in an amount subject to proof at trial;

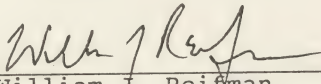
7. For costs of suit; and

8. For such other and further relief as the Court deems just and proper.

DATED: January 11, 1989

Respectfully submitted,

MAYER, BROWN & PLATT
WILLIAM J. REIFMAN
RICHARD A. MCDONALD

By 
William J. Reifman
Attorneys For Counterclaimant
HERITAGE CAPITAL CORPORATION

Date 1-19-57

Customer No. _____

Name IRVING FASIO

Address _____

City _____ State _____ Zip _____

Rec Slip No. USC37

Page 1 of 1 Special #

☐ Approval ☒ Purchase MA H,ff

☐ Consignment ☐ Return _____☐ Transfer # Delete _____TOTAL THIS CHECK

21200

Heritage Rare Coin Galleries
311 Market Street, Dallas, Texas 75202

Rec Slip No. 40629

Date 2/4/87

Customer No. _____

Page 1 of _____ Special # _____

Name F 4210

☐ Approval ☒ Purchase WH

Address _____

☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr	Bottom Description	Cost	Whse	Retail
	1936	1D	60	DE 1/10		15		
	1920	5C	65	PM65/75		75		
	1924	1CH	64	H... 101	BZ 175	175		
	1986S	1D	64	PROOF LIKE		325	999929	
	1882cc	1D	63	X		140		
	1882cc	1D	63	X		105		
	1976D	1CH	63	S. D... 101	WH	170		
	1974	1CH	65	TEXAS	PM65/190	190		
	1945	5X	64	BZ 90		90		
	1926	1CH	63	EX... 101	X	90		
	1923	1D	64	BZ 40		40		
	1884cc	1D	63			110		
	1921	1D	64		110	30	264080	
	1880cc	1D	63	X		110		
	1881cc	1D	63	X		145 1/2		
	1881cc	1D	63	X		145 1/2		
	1885cc	1D	63	X		70		
	1885cc	1D	63	X		70		
	1882cc	1D	63	X		100		
	1884cc	1D	64			120		
	1881cc	1D	63	X		260		
	1881cc	1D	63	X		210		
	1883cc	1D	63			200		
	19040	1D	63	16X		340		
3	19040	1D	64			75/215	264070	

Date _____

Page _____ of _____ Special # _____

Customer No. _____

Name BKF

☐ Approval ☒ Purchase 11/25

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete

TOTAL THIS CHECK 7575.00

Rec Slip No. 42536

Customer No. _____

Page 7 of 7 Special #

☐ Approval ☒ Purchase 

☐ Consignment ☐ Return _____☐ Transfer # Delete _____

TOTAL THIS CHECK 28.980

Rec Slip No. 45278

Customer No. _____

Page 1 of 1 Special # 1

☐ Approval ☒ Purchase 7/1/11

☐ Consignment ☐ Return _____☐ Transfer # Delete _____TOTAL THIS CHECK

538

Date 9/19/01

Rec Slip No. 4811

Customer No. _____

Page _____ of _____ Special # _____

Name PAUL

☐ Approval ☒ Purchase GL

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

180

Date 1-29-2004

Rec Clip No.

Customer No. _____

Page _____ of _____ Special # _____

Name

☐ Approval ☒ Purchase 201

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

6890

Date 12/11Page 1 of 1 Special #, 1

Customer No. _____

Name - Diana Fazio

☐ Approval ☒ Purchase 14

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

4-10

Rec Slip No. 4545

Date 1-1

Customer No.

Page 1 of 1 Special #

Name D. G. FORTNER

☐ Approval ☒ Purchase - 5/11

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

12450

Date 1-7-88

Customer No. _____

Page 1 of 1 Special #

Name +azio

☐ Approval ☒ Purchase 5/4

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

TOTAL THIS CHECK 50 -

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 45636

Date 1-20-88

Customer No. _____

Page 1 of 1 Special #

Name 1512-1111 1.12.10

☐ Approval ☒ Purchase Li-r

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

1524 $\frac{00}{\cdot}$

3682.

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Date _____

Customer No. _____

Page _____ of _____ Special # _____

Name BRYAN FAZIO

☐ Approval ☒ Purchase LSM

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Date 3-23-88

Customer No. _____

Name BRYAN FAZIO

Address _____

City _____ State _____ Zip _____

Rec Slip No. 46574

Page 1 of 1 Special # _____

☐ Approval ☒ Purchase HIP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

522

311 Market Street, Dallas, Texas 75202-9990

Date 3/27/88

Customer No. _____

Name BRYAN FAZIO R.C.

Address _____

City _____ State _____ Zip _____

State _____ Zip _____

Zip _____

Rec Slip No. 45958

Page 1 of 1 Special #

of _____ Special # _____

Special # _____

☐ Approval ☒ Purchase LSM

☒ Purchase LSM

☐ Consignment ☐ Return _____☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK \$20.50

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 45951

Date 3/28/88

Customer No. _____

Page 1 of 2 Special # _____

Name BRYAN FAZIO ☐ Approval ☒ Purchase LSM

Address _____ ☐ Consignment ☐ Return _____

City _____ State _____ Zip _____ ☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
09177	1924	200	64	P-07028		1070	666	
				P-073027				
				P-07029				
				P-03925				
				P-08240				
				P-08298				
				P-04006				
				P-07030				
				P-03995				
				P-70896				
				P-13388				
⇒ 09186	1927			P-41601 #12				
				P-46636				
				P-60876				
⇒				P-41601 '15				
				P-77182				
				P-70638				
				P-41595				
09177	1924			P-07524				
	1924			P-W			777	
20	1924	200	63	P-W		832/16640	777	

TOTAL THIS CHECK

54,680

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 4595/

Date 3-28

Customer No. _____

Page 2 of 2 Special # _____

Name ~~Baron~~ Fazio

☐ Approval ☒ Purchase LSM

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
09177	1924	200	63	P-12736		832	666	
				P85848	23			
				P18046				
				P03927				
				P12790				
				P40591				
				PT7612				
				P45456				
				P58247				
09186	1927			P53331				
				P11816				
				P03185				
				P18730				
				P22036				
				P-77698				
				P58545				
				P-72939				
				P 26317				
				P01866				
09189	1928			P19625				

TOTAL THIS CHECK

24 680

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 46928

Date 4-8-88

Customer No. _____

Page 1 of _____ Special # _____

Name RYAN FAZIO

☐ Approval ☒ Purchase H.P.

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
3	1927	20D	64	P/W		1150 249	777	
9045	1904	20D	64	P-48929		1950	666	
9142	1908	20D	63	P-NM-71946		820	666	
9142	1908	20D	63	P-NM-11900		820	666	
9142	1908	20D	63	P-NM-0226		820	666	
9142	1908	20D	63	P-NM-0225		820	666	
9176	1923-D	20D	63	P-20028		840	666	
9177	1924	20D	64	P-71514		1150	666	
9177	1924	20D	64	P-06040		1150	666	
9177	1924	20D	64	P-13381		1150	666	
9177	1924	20D	64	P-12772		1150	666	
9177	1924	20D	64	P-05759		1150	666	
9177	1924	20D	64	P-46581		1150	666	
9177	1924	20D	65	P-42886		2070	666	
9177	1924	20D	65	P-46580		2070	666	
"	"	"	"	P-13364		2070	666	
"	"	"	"	P-29619		2070	666	
"	"	"	"	P-04075		2070	666	
"	"	"	"	P-08517		2070	666	
9180	1925	20D	65	P-83331		2070	666	
9183	1926	20D	64	P-03443		1150	666	
9186	1927	20D	63	P-28786		840	666	

TOTAL THIS CHECK

123,820 -

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 46928

Date _____

Customer No. _____

Page 2 of _____ Special # _____

Name B.F.

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
9186	1427	20D	63	P-18730		840	666	
"	"	"	"	P-31891		840	666	
"	"	"	"	P-13780		540	666	
9186	1427	20D	64	P-06673		1150	666	
"	"	"	"	P-13425		1150	666	
"	"	"	"	P-41545		1150	666	
9186	1427	20D	64	P-82101		1150	666	
9186	1427	20D	64	P-03139		1150	666	
9186	1427	20D	65	P-46591		2070	666	
9186	1427	20D	65	P-01850		2070	666	
9184	1428	20D	63	P-26445		840	666	
9184	1428	20D	63	P-91878		840	666	
9184	1428	20D	64	P-20414		1150	666	
9184	1428	20D	64	P-28787		1150	666	
9184	1428	20D	64	P-94073		1150	666	
	1424	20G	65	6P/W-SLD	NUMISPECB #13020	12420	777	
	1424	20G	63	23P/W	SOLD Hanrick *19780	19320	777	
	1404	20G	63	7P/W	SOLD Hanrick *6230	6090	777	
	1404 D	5D	63	P/W	SOLD Avena *2275	2200	777	
	1424	20G	65	2P/W	SOLD Avena *4500	4140	777	
	1424	20G	65	3P/W	SOLD CKF *6660	6210	777	
	1424	20G	64	AP/W	SOLD T&G *4850	4600	777	

TOTAL THIS CHECK

123,820

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 46928

Date _____

Customer No. _____

Page 2 of Special #

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]**TOTAL THIS CHECK**

$-123,820$

311 Market Street, Dallas, Texas 75202-9990

Date 4-8-88

Rec Slip No. 46941

Customer No. _____

Page 1 of 1 Special #

Name RYAN FAZIO

☐ Approval ☒ Purchase JH

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

450 $\frac{00}{\underline{\underline{\quad}}}$

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 46226

Date 4-18-88

Customer No. _____

Page 1 of 05 Special # _____

Name BRIAN FAZIO

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
9189	1928	20D	63	P-72960		840	666	
9186	1927	20D	63	P-66635		840	666	
9177	1924	20D	63	P-41511		840	666	
9177	1924	20D	63	P-08406		840	666	
9186	1927	20D	63	P-22048	-	840	666	
9186	1927	20D	63	P-59074		840	666	
9177	1924	20D	63	P-45468		840	666	
9186	1927	20D	63	P-46306		840	666	
9186	1927	20D	63	P-77700		840	666	
9186	1927	20D	63	P-51945		840	666	
9186	1927	20D	63	P-62987		840	666	
9177	1924	20D	63	P-40731		840	666	
9180	1925	20D	63	P-47238		840	666	
9177	1924	20D	63	P-40592		840	666	
9189	1928	20D	63	P-75317		840	666	
9177	1924	20D	63	P-77862		840	666	
9183	1926	20D	63	P-01604		840	666	
9186	1927	20D	63	P-12784		840	666	
9186	1927	20D	63	P-12753		840	666	
9186	1927	20D	63	P-11717		840	666	
9186	1927	20D	64PR	P-63006		1140	666	
9186	1927	20D	64PR	P-62924		1140	666	

TOTAL THIS CHECK

85000

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Date 4-18-88

Customer No. _____

Page 2 of 5 Special # _____

Name BRYAN FAZIO

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7118	1880-S	1D	64	P-52144		105	666	
7118	1880-S	1D	64	P-52166		105	666	
7092	1879-S	1D	64	P-35539		105	666	
7118	1880-S	1D	64	P-52159		105	666	
7118	1880-S	1D	64	P-52160		105	666	
7118	1880-S	1D	64	P-52146		105	666	
7118	1880-S	1D	64	P-52158		105	666	
7118	1880-S	1D	64	P-52169		105	666	
7118	1880-S	1D	64	P-52172		105	666	
7118	1880-S	1D	64	P-52174		105	666	
7254	1898-0	1D	64	P-59268		105	666	
7254	1898-0	1D	64	P-59272		105	666	
7130	1881-S	1D	64	P-52221		105	666	
7130	1881-S	1D	64	P-08369		105	666	
7254	1898-0	1D	64	P-10642	11	105	666	
7254	1898-0	1D	64	P-26230	11	105	666	
7254	1898-0	1D	64	P-59271		105	666	
7130	1881-S	1D	64	P-52220		105	666	
7092	1879-S	1D	64	P-92524		105	666	
7092	1879-S	1D	64	P-08705		105	666	
7162	1885-0	1D	64	P-18551		105	666	
7292	1904-0	1D	64	P-29132		105	666	

TOTAL THIS CHECK

Heritage Coin Wholesale, L.
311 Market Street, Dallas, Texas 75202-9990

Date 4-14-88

Rec Slip No. 46226

Customer No. _____

Page 30 of 5 Special # _____

Name RAYAN FAZIO

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
9177	1924	20D	64	P-07029		1140	666	
9177	1924	20D	64	P-01910		1140	666	
9177	1924	20D	64	P-72958		1140	666	
	1927	20D	65	NM ⁴ P4		1140		
9186	1927	20D	64PQ	P-62953		1140	666	
	1924	20D	64	P-07029		1140	666	
9177	1924	20D	64PQ	P-39547		1140	666	
9177	1924	20D	64	P-29704		1140	666	
9186	1927	20D	64	P-63037		1140	666	
9186	1927	20D	64	P-62947		1140	666	
9177	1924	20D	64	P-13381		1140	666	
32	1924	20D	64	P/W		1140	777	
	1924	20D	64	P/W		1140	777	
9177	1924	20D	64	P-81886		1140	666	
9189	1928	20D	64	P-36254		1140	666	
9186	1927	20D	64	P-62914		1140	666	
9177	1924	20D	64	P-07093		1140	666	
9186	1927	20D	64	P-59783		1140	666	
	1924	20D	63	Sold (OT/W) Tony M.	SOLD - Tony M. SOLD (OT/W) Tony M. Purchased HIP	2520	777	
7118	1880-S	1D	64	P-52168		105	666	
7118	1880-S	1D	64	P-52140		105	666	
7118	1880-S	1D	64	P-52143		105	666	

TOTAL THIS CHECK

Heritage Coin Wholesale, II
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 46226

Date _____

Customer No. _____

Page 4 of 5 Special # _____

Name Bryan Fazio

☐ Approval ☒ Purchase H/P

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7266	1900-0	1D	64	P-80675		105	666	
7292	1904-0	1D	64	P-29136		105	666	
7292	1904-0	1D	64	P-99087		105	666	
7154	1884-0	1D	64	P-91977		105	666	
7154	1884-0	1D	64	P-91970		105	666	
7154	1884-0	1D	64	P-91969		105	666	
7154	1884-0	1D	64	P-72970		105	666	
7146	1883-0	1D	64	P-18514		105	666	
7146	1883-0	1D	64	P-99063		105	666	
7154	1884-0	1D	64	P-95675		105	666	
7154	1884-0	1D	64	P-29258		105	666	
7154	1884-0	1D	64	P-95676		105	666	
7146	1883-0	1D	64	P-18511		105	666	
7140	1882-5	1D	64	P-55660		105	666	
7130	1881-5	1D	64	P-18505		105	666	
7130	1881-5	1D	64	P-72946		105	666	
7146	1883-0	1D	64	P-36058		105	666	
7162	1885-0	1D	64	P-14729		105	666	
7292	1904-0	1D	64	P-99091		105	666	
7292	1904-0	1D	64	P-29131		105	666	
7166	1886	1D	64	P-23973		105	666	
7292	1904-0	1D	64	P-29133		105	666	

TOTAL THIS CHECK

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 46230

Date 4-26-88

Customer No. _____

Page 1 of 1 Special #

Name BRYAN FAZIO RARE COINS

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

42,800.-

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 47122

Date 5-5-88

Customer No. _____

Page 1 of 2 Special # _____

Name Bryan Fazio Rane COINS

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr	Bottom Description	Cost	Whse	Retail
9186	1927	20D	62	P-7198	OLD KEYS	640	777	
9189	1928	20D	62	P-37517		640		
9186	1927	20D	62	P-32190		640		
9177	1924	20D	62	P-31549		640		
9177	1924	20D	62	P-91081		640		
9177	1924	20D	62	P-96031		640		
9166	1914-S	20D	62	P-35067		640		
9177	1924	20D	62	P-39731		640		
9177	1924	20D	62	P-44010		640		
9177	1924	20D	62	P-97437		640		
9177	1924	20D	62	P-23626		640		
9186	1927	20D	62	P-12750		640		
9186	1927	20D	62	P-63498		640		
9177	1924	20D	62	P-23683		640		
9177	1924	20D	62	P-02177		640		
9177	1924	20D	62	P-12788		640		
9186	1927	20D	62	P-23978		640		
9177	1924	20D	62	P-23691		640		
9168	1915-S	20D	62	P-63399		640		
9180	1925	20D	62	P-96024		640		
9186	1927	20D	62	P-66636		640		
9177	1924	20D	62	P-23627		640		

TOTAL THIS CHECK

16,000

Date 5-5-89

Customer No. _____

Page 2 of 2 Special # _____

Name BRYAN FAZIO RICOINS

☐ Approval ☒ Purchase 410

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

16,000

Date 5-9-88

Customer No. _____

Name BRIAN FAZIO RANE COINS

Address _____

City _____ State _____ Zip _____

Rec Slip No. 47125

Page 1 of 1 Special #

☐ Approval ☒ Purchase HIP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____TOTAL THIS CHECK

\$9725.

311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 47404

Date 5-15-88

Customer No. _____

Page 1 of 1 Special #

Name LOPEZ & ASS.

☐ Approval ☒ Purchase NIF

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

12,720 $\frac{00}{2}$

311 Market Street, Dallas, Texas 75202-9990

Date 5-16-88

Rec Slip No. 46600

Customer No. _____

Page 1 of 1 Special #

Name BRYAN FAZIO RARE COINS

☐ Approval. ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

59,815

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 47085

Date 5-18-88

Customer No. _____

Page 1 of 1 Special #

Name BRYAN FAZIO

☐ Approval ☒ Purchase AIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

3,190.-

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 47108

Date 5-20-88

Customer No. _____

Page 1 of 1 Special #

Name BRYAN FAZIO RARE COINS

☐ Approval ☒ Purchase AIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

\$62,825.—

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Date 5-20-88

Customer No. _____

Name FERNANDEZ & ASSOC.

Address _____

City _____ State _____ Zip _____

Rec Slip No. 47109

Page 1 of 1 Special #

☐ Approval ☒ Purchase HIP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

11,500.-

311 Market Street, Dallas, Texas 75202-9990

Date 5-23-88

Rec Slip No. 47234

Customer No. _____

Page 1 of 1 Special #

Name FERNANDEZ & ASSOC.

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

\$12,500.-

Rec Slip No. 47246

Date 5-7-88

Page 1 of 1 Special #

Name REXAN FAZIO

☐ Approval ☒ Purchase 14

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

7695

311 Market Street, Dallas, Texas 75202-9990

Date 5. 78-88

Customer No. _____

Name BRYAN FASIO

Address _____

City _____ State _____ Zip _____

Rec Slip No. 47250

Page 1 of 1 Special #

☐ Approval ☒ Purchase HCP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

34.000

Date 6/2

Customer No. _____

Name BFRL

Address _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

TOTAL THIS CHECK 92,438.00

311 Market Street, Dallas, Texas 75202-9990

Date 10-6-88

Customer No. _____

Name +71210

Address

City _____ State _____ Zip _____

State _____ Zip _____

Zip _____

Page _____ of _____ Special # _____

☐ Approval ☒ Purchase 4/11/17

☒ Purchase 11/11☐ Consignment ☐ Return _____☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
	18805	1D	65	20P/W'S"	SOLD House 6620	6360	777	6360
	1880	1D	65	9P/W	SOLD House 2971	2943	777	
	1924	20D	63	30P/W	SOLD NUMIS 2880			
	18805	4D	64	25-SSS	to be trans	2900	777	
7118 (8)	18805	1D	65	NPG		320/2500	777	
7118	18805	1D	65	P-50157		318	666	
7118	18805	1D	65	P-50158		318	666	
7118 (4)	18805	1D	65	P/W		320/1250	777	
7130 (2)	18815	1D	65	P/W		320/640	777	
7042 (2)	18795	1D	65	P/W		327/641	777	
7158	1885	1D	65	RV		327	777	
7042	18795	1D	65	RV		327	777	
	1999	1D	65	25 mixed	to be trans	8175		
	18815	1D	65	19 mixed	to be trans	6042		

TOTAL THIS CHECK 37800

32844

Date 6-9-88

Customer No. _____

Name Fernandez & Assoc.

Address _____

City _____ State _____ Zip _____

Rec Slip No. 47789

Page 1 of 1 Special #

☐ Approval ☒ Purchase HIP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____

TOTAL THIS CHECK

33,800. 55

311 Market Street, Dallas, Texas 75202-9990

Date 6-9-88

Customer No. _____

Page 1 of 17 Special #

Name Bryan Fazio

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
	1924	20D	63	PCSS ^{OLD 17/10} CK. Fed.	Sold OKF ^{3 coins}	25.60	777	
	1924	20D	63	PCSS ^{SOLD} OP/W	Sold Keystone	17.100	777	
#3	1924	20D	64	PCSS ^u OP/W	Sold OKF	12.600	777	
	1909-D	SD	63	PCSS ^{P/W}	W	2850	777	
	1909-D	SD	63	PCSS ^{P/W}	W	2850	777	
	1904	20D	63	PCSS ^{SOLD} BP/W	CK. Fed ^{3 coins} Sold OKF	3825	777	
	1908	24D	63	PCSS ^{P/W}	W	900	777	
07949	1925-D	24D	63	P-64665		900	666	
	1901-S	10D	63	PCSS ^{P/W}	W	1725	777	
07953	1929	24D	63	P-43206		900	666	
08882	1926	10D	63	P-19769		1460	666	
08882	1926	10D	63	P-19777		1460	666	
	1926	10D	63	PCSS ^{P/W}	W	1460	777	

TOTAL THIS CHECK

73,600. —

54

Rec Slip No. 47807

Customer No. _____

Page 7 of 7 Special #

☐ Approval ☒ Purchase ATP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

9755.

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Date 6-14-88

Customer No. _____

Name BRYAN FAZIO

Address _____

City _____ State _____ Zip _____

Rec Slip No. 47809

Page 1 of 1 Special #

☐ Approval ☒ Purchase HIP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

12,365. —

Date 6-16-88

Rec Slip No. 47834

Customer No. _____

Page 1 of 1 Special # _____

Name BRYAN FAZIO

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____TOTAL THIS CHECK

35,500.-

311 Market Street, Dallas, Texas 75202-9990

Date 6-18-80

Customer No. _____

Name TRUAN LAZIO

Address _____

City _____ State _____ Zip _____

Rec Slip No. 48160

Page 1 of 1 Special #

☐ Approval ☒ Purchase HIP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

16,790 -

Large Coin Wholesale, Inc.
 511 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 4023

Date 7-11-88

Customer No. _____

Page 1 of 1 Special # _____

Name BRYAN FARIO

☐ Approval ☒ Purchase H/P

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
	1924	200	65	Sold Next	15 COINS	49.50		
	1908	200	65	P/W		33.00		
	1924	200	65	P/W	577 COINS SOLD	31.30		
	1923-D	200	65	P/W	Better Date	33.00		
09/186	1927	200	65PR	P-46626		33.00		
09/189	1928	200	65PR	P-60215		33.00		
09/189	1928	200	65	P-01926		33.00		
09/180	1925	200	65	P-22414		33.00		
09/186	1927	200	65	P-05419		33.00		
09/186	1927	200	65	P-09186		33.00		
09/186	1927	200	65	P-49926		33.00		
09/186	1927	200	65	P-46595		33.00		
09/177	1924	200	65	P-47201		33.00		
09/189	1928	200	65PR	P-01926		33.00		
09/186	1927	200	65PR	P-45926		33.00		
09/186	1927	200	65PR	P-08094		33.00		
09/186	1927	200	65PR	P-58361		33.00		
09/142	1908	200	65PR	P-42576		33.00		
	1924	200	65	P/W	5 COINS	26.40		

TOTAL THIS CHECK

\$ 165.00

65

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 48239

Date 7-11-38

Customer No. _____

Page 1 of 1 Special #

Name BRYAN FAZIO

☐ Approval ☒ Purchase

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

\$42,750.

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 48240

Date 7-11-88

Customer No. _____

Page 1 of 1 Special # _____

Name BRYAN FAZIO

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
	1922	20D	62	P/W		650	777	
	1923	20D	62	P/W		650	777	
09177	1924	20D	60	P-13417		620	666	
09177	1924	20D	62	P-13424		650	666	
09177	1924	20D	62	P-13427		650	666	
	1924	20D	60	BO-535		535		
09177	1924	20D	61	P-13419		625	666	
09175	1923	20D	61	P-13412		625	666	
09142	1908	20D	61	P-13406		600	666	
	1924	20D	60	BO-535		535		
	1924	20D	60	BO-535		535		
	1932	10D	65	RUWT-6100		6100		
	1904	20D	65	P/W		10,200	777	
09177	1924	20D	61	P-13420		625	666	
09177	1924	20D	61	P-13423		625	666	
09177	1924	20D	61	P-13418		625	666	
09177	1924	20D	61	P-13422		625	666	
09175	1923	20D	61	P-13413		625	666	
09142	1908	20D	62	P-13407		625	666	
09142	1908	20D	61	P-13408		600	666	
09142	1908	20D	61	P-13405		600	666	

67 TOTAL THIS CHECK

\$27925

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 46738

Date 7-12-88

Customer No. _____

Page 1 of _____ Special # _____

Name FERNANDEZ & S

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7092	1879-S	1D	64	P-74051		130	666	
				P-45E75				
				P-76456				
				P-85197				
				P-18434				
				P-36805				
				P-72577				
↓	↓	↓	↓	P-92299		↓	↓	
7118	1880-S	1D	64	P-12921		130	666	
				P-12877	-			
				P-12956	-			
				P-70828	-			
				P-4E341				
				P-44232				
				P-42356	--			
				P-13032	--			
				P-29092	--			
↓	↓	↓	↓	P-12957	-	↓	↓	
4	1880-S	1D	64	10P/W		1300 5200		
	1880-S	1D	64	7P/W		910		
7130	1881-S	1D	64	P-46315		130	666	
7130	1881-S	1D	64	P-18666		130	666	

64
TOTAL THIS CHECK

39 000

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 2 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7130	1881-5	1D	64	P-23685		130	666	
				P-66588				
				P-70317				
				P-56461				
				P-69623				
				P-37265				
				P-00402				
✓	✓	✓	✓	P-25252		✓	✓	
	1881-5	1D	64	9 P/W		1170		
	1881-5	1D	64	10 P/W		1300		
7140	1887-5	1D	64	P-25261		130	666	
				P-66591				
				P-40537				
				P-07506				
				P-36121				
				P-38949				
				P-28332				
				P-60677				
				P-65573				
				P-37372				
				P-66590				
✓	✓	✓	✓	P-31307		✓	✓	

TOTAL THIS CHECK

69

39,000

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 3 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7140	18E2-S	1D	64	P-12360		130	666	
↓	↓	↓	↓	P-71527		↓	↓	
7154	18E4-0	1D	64	P-4552E		130	666	
↓	↓	↓	↓	P-58559		↓	↓	
				P-83967		↓	↓	
				P-37381		↓	↓	
				P-09609		↓	↓	
				P-29104		↓	↓	
				P-50701		↓	↓	
				P-12364		↓	↓	
				P-66871		↓	↓	
↓	↓	↓	↓	P-05418		↓	↓	
	18E4-0	1D	64	7P/W		910		
7158	18E5	1D	64	P-22919		130	666	
7158	18E5	1D	64	P-19151		130	666	
↓	↓	↓	↓	P-05432		↓	↓	
	↓	↓	↓	P-53876		↓	↓	
↓	↓	↓	↓	P-22837		↓	↓	
7162	18E5-0	1D	64	P-45822		130	666	
↓	↓	↓	↓	P-58556		↓	↓	
	↓	↓	↓	P-71547		↓	↓	
↓	↓	↓	↓	P-85787		↓	↓	

TOTAL THIS CHECK

39 000

70

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 4 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

#7

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7162	1885-0	1D	64	P-65576		130	666	
↓	↓	↓	↓	P-66596		↓	↓	
				P-85798		↓	↓	
				P-58558		↓	↓	
↓	↓	↓	↓	P-71548		↓	↓	
↓	↓	↓	↓	P-58543		↓	↓	
	1885-0	1D	64	10 P/w		1300		
	↓	↓	↓	5 P/w		650		
7166	1886	1D	64	P-37398		130	666	
↓	↓	↓	↓	P-22917		↓	↓	
				P-42259		↓	↓	
				P-22853		↓	↓	
				P-84107		↓	↓	
				P-55364		↓	↓	
				P-66429		↓	↓	
				P-37395		↓	↓	
				P-27851		↓	↓	
↓	↓	↓	↓	P-52916		↓	↓	
	1886	1D	64	10 P/w		1300		
	↓	↓	↓	4 P/w		520		
7172	1887	1D	64	P-18710		130	666	
↓	↓	↓	↓	P-13602		↓	↓	

71

TOTAL THIS CHECK

39.000

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 5 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7172	1887	10	64	P-13624		130	666	
				P-13666				
				P-13660				
				P-13666				
				P-13641				
				P-13675				
				P-13669				
↓	↓	↓	↓	P-91283		↓	↓	
S	1887	10	64	10 P/W		1200 6500		
	1887	10	64	5 P/W		650		
7254	1898-0	10	64	P-51535		130	666	
				P-09236				
				P-18949				
				P-60695				
				P-13729				
				P-13730				
				P-43934				
				P-55365				
				P-33857				
↓	↓	↓	↓	P-43930		↓	↓	
	1898-0	10	64	9 P/W		1170		
7260	1899-0	10	64	P-66033		130	666	

TOTAL THIS CHECK

39,000

72

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. _____

Date _____

Customer No. _____

Page 6 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7260	1899-C	10	64	P-12729		130	666	
↓	↓	↓	↓	P-11175		↓	↓	
↓	↓	↓	↓	P-51550		↓	↓	
7260	1900-C	10	64	P-66866		130	666	
↓	↓	↓	↓	P-59667		↓	↓	
7292	1904-0	10	64	P-51534		130	666	
↓	↓	↓	↓	P-37429		↓	↓	
↓	↓	↓	↓	P-13752		↓	↓	
↓	↓	↓	↓	P-44565		↓	↓	
↓	↓	↓	↓	P-66627		↓	↓	
↓	↓	↓	↓	P-12172		↓	↓	
↓	↓	↓	↓	P-13750		↓	↓	
↓	↓	↓	↓	P-68047		↓	↓	
↓	↓	↓	↓	P-43938		↓	↓	
↓	↓	↓	↓	P-46422		↓	↓	
	1904-C	10	64	12 P/W		1560		
2	1880-S	10	65	BC/130		130 260		
2	1884-C	10	65	BC/130		130 260		
	1885-C	10	65	BC/130		130		
	1887	10	65	BC/130		130		
2	1899-C	10	65	BC/130		130 260		
	1904-0	10	65	BC/130		130		

73

TOTAL THIS CHECK

39.000

Heritage Coin Wholesale, Inc.

311 Market Street, Dallas, Texas 75202-9990

Date 7-13-88

Customer No. _____

Name FERNANDEZ & ASSOC

Address _____

City _____ State _____ Zip _____

Rec Slip No. 48245

Page 1 of 1 Special #

☐ Approval ☒ Purchase HIP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

66,600.

311 Market Street, Dallas, Texas 75202-9990

Date 7-13-88

Customer No. _____

Name BRYAN FAZIO

Address _____

City _____ State _____ Zip _____

Rec Slip No. 48242

Page 1 of 1 Special # _____

☐ Approval ☒ Purchase HP

☐ Consignment ☐ Return _____☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK

$$38,215 \frac{00}{100}$$

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 48736

Date 7-16

Customer No. _____

Page _____ of _____ Special # _____

Name Bryan Fazio

☐ Approval ☒ Purchase AIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
9043	1903 P	20D	63	P-27506		1550	666	
9045	1904 P		63	HP/W		1550		
#8 9047	1900 P		63	PW		1550		
9037	1900 P		63	PW		1550		
9027	1895 P		63	PW		1550		
9017	1900 P		63	PW		1550		
9045	1904 P		63	P-70393		1550	666	
9036	1899-S		63	P-44168		1550	666	
9045	1904 P		63	P-43923		1550		
9045	1904-P		63	P-43923		1550	666	
9045	1904-P		63	P-85100		1550	666	
#2 9044	1904-S		63	P-13421		1550		
9046	1904-S		63	P-13421		1550	666	
8883	1926 P	100	64	PW		6350		
8884	1932-T	10D	64	P-07375		6350	666	
7949	1925-D	2HD	64 ^{PR}	P-43165		3525	666	
7941	1910	2HD	64	P-43152		3525	666	
7951	1927	2HD	64	P-43240		3525	666	
#19 7952	1928	2HD	64 ^{PR}	P-73152		3525	666	
7948	1915	2HD	64	RU with/3525		3525		
7952	1928	2HD	64	P-42793		3525	666	
7949	1925-D	2HD	64	P-80507		3525	666	

TOTAL THIS CHECK

\$254.885

76

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Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. ⁴⁸⁷³⁶
~~48736~~

Date 7-16

Customer No. _____

Page _____ of _____ Special # _____

Name Bryan Fazio

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7951	1927 P	2HD	64	P-43674		3525	666	
7857	1905-P	2HD	65	P-76473		6450	666	
7852	1900-P	2HD	65	P-52651		6450	666	
8884	1932-P	10D	63	Ru walk	1975	1975		
8884	1932-P	10D	64	P-82252		6350	666	
7855	1910-S	5D	63	P-W		3700		
7950	1926 P	2HD	63	Ru /1310		1310		
7855	1903 P	2HD	64	P-43129		3275	666	
8510	1908-P	5D	63	P-94760		3700	666	
³³ 9045	1904-P	20D	65	P-38826		10,700	666	
9177	1924-P	20D	65	P-08500		3700	666	
9045	1904-P	20D	63 ^{PP}	P-19351		1550	666	
9045	1904 P	20D	63 ^{PP}	P-78041		1550	666	
9045	1904 P	20D	63	P-12		1550		
9046	1904-S	20D	63	P-68992		1550	666	
9177	1924-P	20D	65	P-W A		3700		
9177	1924-P	20D	65	P-52651		3700		
9177	1924-P	20D	65	P-52651		3700		
9177	1924-P	20D	65	P-52651		3700		
9177	1924-P	20D	65	P-63744		3700	666	
9177	1924-P	20D	65	P-44503		3700		
9177	1925-P	20D	65	P-W		3700		

TOTAL THIS CHECK

77

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Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 48736

Date _____

Customer No. _____

Page _____ of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

#45

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
9176	1923 D	204	65	P-W		3700		
9189	1928 P	200	65	PW		3700		
9177	1924-P	200	63	PW		930		
9177	1924-P	200	63	P-05636		930	666	
9177	1924-P	200	63	P-04041		930	666	
9177	1924-P	200	63	P-62305		930	666	
9177	1924-P	200	63	P-58247		930	666	
9186	1927-P	200	63	P-W 4/PW		930		
9186	1927-P	200	63	P-W		930		
9186	1927-P	200	63	P-W		930		
9186	1927-P	200	63	P-W		930		
8884	1932-P	100	63	Ru Walk / 1975		1975		
8884	1926-P	100	63	PW		1975		
8747	1909-D	50	63	P-W		3700		
8747	1901	100	63	P-27939		2375	666	
9045	1901	500	63	P-W		1550		
9045	1901	500	63	P-W		1550		
9045	1901	500	63	P-W		1550		
9026	1894-s	200	63	P-27595		1550	666	
9177	1924 P	200	63	P-452168		930	666	
9045	1904	200	63	P-41830		1550		
9045	1904	200	63	P-41830		1550	666	

74 TOTAL THIS CHECK

4#

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 48736

Date _____

Customer No. _____

Page _____ of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
9045	1904-P	200	63	P-43924		1550	666	
9045	1904-P	200	63	P-43923		1550	666	
9045	1904-P	200	63	P-43922		1550		
9045	1904-P	200	63	P-40058		1550	666	
9186	1927-P	200	63	P-62952		930	666	
9183	1926-P	200	64	P-87483		1650	666	
9183	1926-P	200	63	P-87483		1650		
9177	1924-P	200	65	P-63744		3700	666	
7082	1878-S	10	65	P-33262		680	666	
7082	1878-S	10	65	P-24184		680	666	
7082	1878-S	10	65 ^{PP}	P-08264		680	666	
7250	1897-S	10	65	P-04614		1800	666	
7124	1881-P	10	65	P-20270		2675	666	
7244	1900-P	10	65	PW		910		
7244	1881-CC	10	65	PW		910		
7274	1901-0	10	65	P-66301		1210	666	
7082	1878-CC	10	65	P-14308		3400	666	
7090	1879-0	10	65	P-40941		6725	666	
7246	1899-P	10	65	P-46397		1685	666	
7262	1899-S	10	65	P-87474		3275	666	
7298	1890-S	10	65	PW		2325		
7246	1899-P	10	65	P-09603		1685	666	

79 TOTAL THIS CHECK

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 48736

Date _____

Customer No. _____

Page _____ of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7240	1901-0	1D	65	PW		1210		
7240	1896-P	1D	65 ^{PP}	P-31462		980	666	
7252	1898-P	1D	65	RU/1075		1075		
7246	1897-P	1D	65	P-W		1685		
7246	1897-P	1D	65	P-61155		1685	666	
7246	1897-P	1D	65	P-54760		1685	666	
7210	1891-S	1D	65 ^{PP}	P-35069		2775	666	
7134	1882-CC	1D	65	P-36441		925	666	
7375	1934-P	1D	65	P-26192		3550	666	
7246	1883-P	1D	65	PW		715		
7246	1898-S	1D	65	PW		3400		
7142	1883-P	1D	65 ^{PP}	P-36718		715	666	
7142	1883-P	1D	65	P-63572		715	666	
7160	1885-CC	1D	65 ^{PP}	P-15748		1450	666	
7160	1885-CC	1D	65 ^{PP}	P-04020		1450	666	
7160	1885-CC	1D	65	P-40330		1450	666	
9186	1927-P	20D	63	P-08355		930	666	
9172	1924-P	20D	63	P-41208		930	666	
9172	1924-P	20D	63	PW		930		
9186	1927-P	20D	63	PW		930		
9172	1924-P	20D	63	PW		930		
9186	1927-P	20D	63	PW		930		

80 TOTAL THIS CHECK

6#

Date _____

Customer No. _____

Page _____ of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

41

254 885

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Date 7-22-88

Customer No. - _____

Page 1 of 1 Special # _____

Name BRYAN FAZIO RARE COINS

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____[illegible]

TOTAL THIS CHECK 35570

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

Rec Slip No. 48882

Date 7-23-88

Customer No. _____

Page 1 of 2 Special # _____

Name BRYAN FAZIO

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return _____

City _____ State _____ Zip _____

☐ Transfer # Delete _____

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
7140	1882 5	1D	66	P-31086	1112	1103	666	
7266	1900 0	1D	65 PQ	P-58714	612	602	666	
	1878	1D	65	EC/450	7FF Rev 78	450		
	1885 0	1D	66	P/W	2397	2378		
7264	1900	1D	65 PQ	P-76683	1032	1012	666	
7210	1891 5	1D	65	P-60723	2154	2132	666	
7134	1882 CC	1D	65	P-45449	954	936	666	
7160	1885 CC	1D	65	P-47248	1428	1417	666	
7254	1898 0	1D	66 PQ	P-25395	2499	2479	666	
7155	1884 0	1D	65	P-82163	744	734	666	
7254	1898 0	1D	66 PQ	P-82158	2499	2479	666	
7258	1899	1D	64	P-19612	388	385	666	
97131	1881 5	1D	65	PDMP L76673	612	607	666	
7363	1924	1D	65	P-92171	709	703	666	
7359	1922 5	1D	65	P-74569	3366	3340	666	
7274	1901 0	1D	65	P-76684	1301	1290	666	
7210	1891 5	1D	65 PQ	P-08928	2131	2132	666	
7144	1883 CC	1D	65 PQ	P-56365	714	708	666	
7144	1883 CC	1D	65 PQ	P-63047	704	708	666	
7146	1883 0	1D	65	P-22781	640	627	666	
7142	1883	1D	65 PQ	P-34874	738	724	666	
7146	1883 0	1D	65	P-77846	640	627	666	

653 **TOTAL THIS CHECK** 30278

Heritage Coin Wholesale, Inc.
311 Market Street, Dallas, Texas 75202-9990

127C
Rec Slip No.

Date

Customer No.

Page ____ of ____ Special # ____

Name

From BICF en 4

☐ Approval

☐ Purchase

Address

for Invoice

☐ Consignment

☐ Return

City

State

Zip

☐ Transfer # Delete

No.	Date & MM	Den.	Grade	Top Descr.	Bottom Description	Cost	Whse	Retail
	1882-cc	\$	65				925	936
	1883	\$	65				715	724
	1883-0	\$	65				620	627
	1883-0	\$	65				620	627
	1883-cc	\$	65				700	708
	1883-cc	\$	65				700	708
	1885-cc	\$	65				1400	1417
	1891-5	\$	65				2700	2732
	1891-5	\$	65				2700	2732
	1900-0						600	607
	1900						1000	1012
	1901-0						1275	1290
	1922-5						3300	3340
	1924						695	703
	1881-5	\$	65	MPL			600	607
	1884-0	\$	65	PL			725	734
	1882-5	\$	66				1090	1103
	1885-0	\$	66				2350	2378
	1898-0	\$	66				2450	2479
	1898-0	\$	66				2450	2479
	1899	\$	64				380	385
	1878 7T	\$	64	Rev 78 PL			445	450
	1902-0	\$	65				1295	1300
TOTAL THIS CHECK						85	1295	1300

30278.7

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. 48960

Date August 10, 1988

Customer No. _____

Page 1 of _____ Special # _____

Name PECAH FAZIO

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete 1

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7118	1880-5	1D	64PG	P-57781		141	666		
2	↓	↓	↓	↓	P-70430		↓	↓		
3	↓	↓	↓	↓	P-23008		↓	↓		
4	7130	1881-5	1D	64PG	P-12356		141	666		
5	↓	↓	↓	↓	D-20652		↓	↓		
6	↓	↓	↓	↓	P-57798		↓	↓		
7	7140	1882-5	1D	64PG	P-48396		141	666		
8	↓	↓	↓	↓	D-48393		↓	↓		
9	7154	1884-0	1D	64PG	P-30723		141	666		
10	↓	↓	↓	↓	D-58563		↓	↓		
11	7162	1885-0	1D	64PG	P-30342		141	666		
12	↓	↓	↓	↓	P-18553		↓	↓		
13	↓	↓	↓	↓	P-22127		↓	↓		
14	7166	1886	1D	64PG	P-70086		141	666		
15	7254	1898-0	1D	64PG	P-85815		141	666		
16	7280	1902-0	1D	64PG	P-55442		141	666		
17	7118	1880-5	1D	64	2 P/w		282	666		
18	7130	1881-5	1D	64	4 P/w		564	666		
19	7146	1883-0	1D	64	3 P/w		423	666		
20	7154	1884-0	1D	64	4 P/w		564	666		
21	7162	1885-0	1D	64	P/w		141	666		
22	7166	1886	1D	64	2 P/w		282	666		

Approved: PE

TOTAL THIS CHECK:

28512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. _____

Date _____

Customer No. _____

Page 2 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1 7172	1887	1D	64	P/w		141	666		
2 7254	1898-C	1D	64	P/w		141	666		
3 7280	1902-C	1D	64	P/w		141	666		
4 7112	1880-S	1D	64	P-12910		141	666		
5				P-13024					
6				P-13002					
7				P-12920					
8				P-74212					
9				P-13011					
10				D-13027					
11				D-12888					
12				P-12916					
13 7130	1881-S	1D	64	P-74220		141	666		
14				P-74216					
15				P-58547					
16				P-04495					
17				D-62144					
18				P-62150					
19				P-19309					
20				P-54199					
21				P-62143					
22				P-62153					

Approved: _____ 87

TOTAL THIS CHECK:

38512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 3 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7130	1881-S	1D	64	P-62151		141	666		
2	7140	1882-S	1D	64	P-74223		141	666		
3	↓	↓	↓	↓	P-48447		↓	↓		
4	↓	↓	↓	↓	P-31223		↓	↓		
5	7146	1882-O	1D	64	P-80654		141	666		
6	↓	↓	↓	↓	P-15331		↓	↓		
7	↓	↓	↓	↓	P-79201		↓	↓		
8	↓	↓	↓	↓	D-80642		↓	↓		
9	↓	↓	↓	↓	P-16845		↓	↓		
10	7154	1884-C	1D	64	P-70477		141	666		
11	↓	↓	↓	↓	P-48479		↓	↓		
12	↓	↓	↓	↓	P-48485		↓	↓		
13	↓	↓	↓	↓	P-70482		↓	↓		
14	↓	↓	↓	↓	P-70474		↓	↓		
15	↓	↓	↓	↓	P-16740		↓	↓		
16	7162	1885-C	1D	64	P-85008		141	666		
17	↓	↓	↓	↓	P-63601		↓	↓		
18	↓	↓	↓	↓	P-63597		↓	↓		
19	↓	↓	↓	↓	P-81698		↓	↓		
20	↓	↓	↓	↓	P-16853		↓	↓		
21	7166	1886	1D	64	P-70465		141	666		
22	↓	↓	↓	↓	P-65528		↓	↓		

Approved: _____

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TOTAL THIS CHECK:

38.512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 4 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7166	1886	1D	64	D-78876		141	666		
2	↓	↓	↓	↓	F-27812		↓	↓		
3	7172	1887	1D	64	P-14714		141	666		
4	↓	↓	↓	↓	P-16856		↓	↓		
5	7254	1898-0	1D	64	P-62134		141	666		
6	7260	1899-0	1D	64	P-13736		141	666		
7	↓	↓	↓	↓	P-23484		↓	↓		
8	7292	1901-0	1D	64	P-19690		141	666		
9	↓	↓	↓	↓	P-71535		↓	↓		
10	7092	1879-5	1D	64	P-48358		141	666		
11	↓	↓	↓	↓	P-24539		↓	↓		
12	↓	↓	↓	↓	P-48429		↓	↓		
13	7118	1880-5	1D	64	P-15019		141	666		
14	↓	↓	↓	↓	F-74213		↓	↓		
15	↓	↓	↓	↓	P-57782		↓	↓		
16	↓	↓	↓	↓	P-13021		↓	↓		
17	↓	↓	↓	↓	P-63646		↓	↓		
18	↓	↓	↓	↓	P-80809		↓	↓		
19	↓	↓	↓	↓	P-99367		↓	↓		
20	↓	↓	↓	↓	P-66066		↓	↓		
21	7130	1881-5	1D	64	P-57802		141	666		
22	↓	↓	↓	↓	P-81369		↓	↓		

Approved: _____

TOTAL THIS CHECK:

38 512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. _____

Date _____

Customer No. _____

Page 5 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete

PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1 7130	1881-5	10	64	P-57794		141	666		
2				P-57790					
3				P-19366					
4				P-57795					
5				P-57801					
6				P-27172					
7				P-59247					
8				P-48381					
9				P-20341					
10	↓	↓	↓	P-27169		↓	↓		
11 7140	1882-5	10	64	P-48405		141	666		
12	↓	↓	↓	P-63657		↓	↓		
13 7146	1883-0	10	64	P-56808		141	666		
14 7154	1884-0	10	64	P-13673		141	666		
15				P-13674					
16				P-70472					
17				P-48491					
18	↓	↓	↓	P-65032		↓	↓		
19 7162	1885-0	10	64	P-06941		141	666		
20				P-19317					
21	↓	↓	↓	P-23849		↓	↓		
22 7166	1886	10	64	P-71503		141	666		

Approved: _____

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TOTAL THIS CHECK:

28512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 1 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7172	1887	11	64	P-62633		141	666		
2					P-41928					
3					P-62696					
4					P-63703					
5					P-41921					
6	✓	✓	✓	✓	P-92205		✓	✓		
7	7254	1898-0	1D	64	P-65529		141	666		
8	7260	1899-0	1D	64	P-27284		141	666		
9	7292	1904-0	1D	64	P-63634		141	666		
10					P-63738					
11					P-21698					
12					P-57853					
13					P-63730					
14	✓	✓	✓	✓	P-99084		✓	✓		
15	7092	1879-5	1D	64	P-58600		141	666		
16	✓	✓	✓	✓	P-48355		✓	✓		
17	7118	1880-5	1D	64	P-51113		141	666		
18					P-57779					
19					P-57778					
20					P-12887					
21					P-13025					
22	✓	✓	✓	✓	P-76366		✓	✓		

Approved: _____

TOTAL THIS CHECK:

38.512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. _____

Date _____

Customer No. _____

Page 7 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	711E	1880-S	1D	64	P-02523		141	666		
2	↓	↓	↓	↓	P-12934		↓	↓		
3	↓	↓	↓	↓	P-16537		↓	↓		
4	7130	1881-S	1D	64	P-83964		141	666		
5	↓	↓	↓	↓	P-72950		↓	↓		
6	↓	↓	↓	↓	P-24123		↓	↓		
7	↓	↓	↓	↓	P-43183		↓	↓		
8	↓	↓	↓	↓	P-09796		↓	↓		
9	↓	↓	↓	↓	P-08117		↓	↓		
10	↓	↓	↓	↓	P-56026		↓	↓		
11	↓	↓	↓	↓	P-46362		↓	↓		
12	↓	↓	↓	↓	P-74218		↓	↓		
13	↓	↓	↓	↓	P-57800		↓	↓		
14	7140	1882-S	1D	64	P-26823		141	666		
15	↓	↓	↓	↓	P-29242		↓	↓		
16	↓	↓	↓	↓	P-21219		↓	↓		
17	7146	1882-C	1D	64	P-05544		141	666		
18	↓	↓	↓	↓	P-18428		↓	↓		
19	↓	↓	↓	↓	P-05547		↓	↓		
20	7154	1884-O	1D	64	P-62676		141	666		
21	↓	↓	↓	↓	P-05404		↓	↓		
22	↓	↓	↓	↓	P-26673		↓	↓		

Approved: _____

92

TOTAL THIS CHECK:

38.512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. _____

Date _____

Customer No. _____

Page 8 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7154	1884-0	1D	64	P-26677		141	666		
2	↓	↓	↓	↓	P-49255		↓	↓		
3	↓	↓	↓	↓	P-23666		↓	↓		
4	7158	1885	1D	64	P-53638		141	666		
5	7162	1885-0	1D	64	P-27057		141	666		
6	↓	↓	↓	↓	P-27558		↓	↓		
7	↓	↓	↓	↓	P-20170		↓	↓		
8	↓	↓	↓	↓	P-48503		↓	↓		
9	↓	↓	↓	↓	P-66649		↓	↓		
10	↓	↓	↓	↓	P-57820		↓	↓		
11	7166	1886	1D	64	P-09544		141	666		
12	7172	1887	1D	64	P-73295		141	666		
13	7254	1898-0	1D	64	P-78824		141	666		
14	↓	↓	↓	↓	P-10624		↓	↓		
15	↓	↓	↓	↓	P-05559		↓	↓		
16	7260	1899-0	1D	64	P-33790		141	666		
17	7292	1904-0	1D	64	P-73613		141	666		
18	↓	↓	↓	↓	P-459933		↓	↓		
19	7092	1879-5	1D	65	P-48362		440	666		
20	↓	↓	↓	↓	P-77674		↓	↓		
21	7118	1880-5	1D	65	P-12472		440	666		
22	↓	↓	↓	↓	P-09123		↓	↓		

Approved: _____

93

TOTAL THIS CHECK:

38512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No.

Date _____

Customer No. _____

Page 9 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7118	1880-5	1D	65	D-50057		440	666		
2					P-62612					
3					P-18583					
4					P-54307					
5	↓	↓	↓	↓	P-70427		↓	↓		
6	7130	1881-5	1D	65	P-14670		440	666		
7					P-62147					
8					P-62148					
9					P-37344					
10					P-13955					
11	↓	↓	↓	↓	P-50251		↓	↓		
12	7140	1882-5	1D	65	P-72221		440	666		
13	↓	↓	↓	↓	P-32860		↓	↓		
14	7140	1882-5	1D	65	P/41		440	666		
15	7140	1882-5	1D	65	NP6		440	666		
16	7154	1884-0	1D	65	P-87278		440	666		
17					P-48483					
18	↓	↓	↓	↓	P-39972		↓	↓		
19	7162	1885-0	1D	65	P-62276		440	666		
20	↓	↓	↓	↓	P-72226		↓	↓		
21	7254	1878-0	1D	65	P-62129		440	666		
22	7130	1881-5	1D	64	P-16838		141	666	7210-411	

Approved: _____

94

TOTAL THIS CHECK:

7210-411

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. _____

Date _____

Customer No. _____

Page 10 of _____ Special # _____

Name _____

☐ Approval ☐ Purchase _____

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7097	1879-S	1D	64	P-62411		141	666		
2	7118	1880-S	1D	64	P-704'S		141	666		
3					P-2=122					
4					P-12944					
5	↓	↓	↓	↓	P-13028		↓	↓		
6	7162	1885-C	1D	64	P-85022		141	666		
7		1880-S	1D	65	PC/141		141	111		
8		1881-S	1D	65	PC/141		141	111		
9		1884-C	1D	65	PC/141		141	111	1267	
10	#208	1887-S	1D	65	Returned		440	222		
11					1.00141			111		
12					New Coin					
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										

Approved: _____

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TOTAL THIS CHECK:

73 512

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. 49006

Date 6/28/88

Customer No. _____

Page 1 of 1 Special # _____

Name TECHNICO

☐ Approval ☒ Purchase LM

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	<u>725</u>	<u>725</u>	<u>100</u>	<u>64</u>	<u>CUT</u>		<u>725</u>	<u>111</u>		
2										
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22										

Approved: RF

TOTAL THIS CHECK:

725

Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. 48984

Date 8/29/88

Customer No. _____

Page 1 of 1 Special # _____

Name FRANK Fazio

☐ Approval ☒ Purchase LM

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1	7100	1880-CC	1D	6S			500	6111		
2	9101	1908	20D	6S	Auction		820	111		
3	9173	1922		63	P/W		850	666		
4	↓	↓		63	P/W			666		
5	9177	1924		63	P-04932			666		
6	9183	1926		632C	P-78072			666		
7	9186	1927		6S	1st L.			111		
8	9186			63PG	P-04998			666		
9				632C	P-39522			666		
10	↓	↓		63	P-04974			666		
11	9188	1928		6S	Auction			111		
12	9189	↓	↓	63	P-49092		↓	666		
13										
14										
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20										
21										
22										

Approved: RF

TOTAL THIS CHECK:

9820

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Heritage Coin Wholesale, Inc.
311 Market Street • Dallas, Texas 75202-9990

Rec Slip No. 49039

Date 8-31-88

Customer No. _____

Page 1 of 1 Special # _____

Name Bryan Fazio

☐ Approval ☒ Purchase HIP

Address _____

☐ Consignment ☐ Return

City _____ State _____ Zip _____

☐ Transfer # Delete _____

	PCGS No.	Date MM	Den.	Grade	Top Descr.	Bottom Descr.	Cost	Cat.	Sp. Cost	Retail
1		1924	200	60	1C		500	777		
2		1904	200	40	7XF		3010	777		
3		1926 2HD	40	XF			157	111		
4		1908	2HD	40	XF		157	111		
5	2	1912	2HD	40	XF		157/314	111		
6		1915	2HD	40	XF		157	111		
7		1914	2HD	40	XF		157	111		
8		1911	1	1	XF		157	111		
9		1913	1	1	XF		157	111		
10		1929	2HD	40	XF		154	111		
11		1909 1915	5D	50	ALL		180	777		
12		1900	5D	50	10ALL		1400	777		
13										
14										
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22										

Approved: _____

TOTAL THIS CHECK:

6500.-

94

ate 7/26/88 ST. J. 237697

14492

old to FERNANDEZ AND ASSOCIATES

dress GARY FERNANDEZ

ity P. O. BOX 601

NEWARK, CA 94360

ype of Sale ART

Heritage Coin Wholesale, Inc.

The Heritage Building
311 Market Street
Dallas, Texas 75202
WATS: 1-800-US COINS
In Texas: 214-742-2200

Salesman

Sale Code

RFI No.

HIP

WHSE

26512

Inventory No.	Den	Date & MM	Grade	Description	Code	Amount	L.WHS	Cost
48209001	20D	1924	MS-64/64	10 P/W	444544	17250.00	0	0
01010040	20D	1924	MS-62/62	PM2/580	437250	1725.00	0	0
50041087	20D	1908	MS-65/65	PM5	439256	1725.00	0	0
01016301	20D	1924	MS-64/64	PM4	440537	1725.00	0	*
01016495	20D	1924	MS-65/65	P/Y	440731	1725.00	0	*
01015489	20D	1924	MS-63/63	PM3	438617	1725.00	0	*
01016503	20D	1925	MS-65/65	P/Y	440739	1725.00	0	*
01015312	20D	1925	MS-63/63	PM3	438440	1725.00	0	*
47610001	20D	1924	MS-64/64	P/W	444227	1725.00	0	C
47610002	20D	1924	MS-64/64	P/W	444228	1725.00	0	C
43804001	20D	1924	MS-64/64	PM4/2100	435279	1725.00	0	C
01012108	20D	1927	MS-64/64	PM64	437521	1725.00	0	C
66688057	20D	1924	MS-65/65	PM5EXP	441210	1725.00	0	C
01016525	20D	1925	MS-65/65	P/Y	440761	1725.00	0	*
00975289	20D	1925	MS-63/63	P/U	430663	1725.00	0	*
00973051	20D	1924	MS-65/65	P/T	427496	1725.00	0	C
00973050	20D	1924	MS-65/65	P/T	427495	1725.00	0	C
J1013164	20D	1924	MS-63/63	PM3	437871	1725.00	0	C
01016507	20D	1925	MS-65/65	P/Y	440743	1725.00	0	*

See Terms and Conditions of Sale on the reverse side.

Notice: Title to the coins described above shall not pass to purchaser until the invoice amount is paid in full.

99

Date 7/26/88

24492

Sold to FERNANDEZ AND ASSOCIATES

Address PAGE 2

City _____

Type of Sale _____

Heritage Coin Wholesale, Inc.

The Heritage Building
311 Market Street
Dallas, Texas 75202
WATS: 1-800-US COINS
In Texas: 214-742-2200

Salesman	Sale Code	RFI No.

Inventory No.	Den	Date & MM	Grade	Description	Code	Amount	LWHS	Cost
01008639	20D	1927	MS-64/64	PM4/600	434403	1725.00	0 *	0
01016577	20D	1925	MS-65/65	PM5	440813	1725.00	0 *	0
01016548	20D	1925	MS-65/65	PM5	440784	1725.00	0 *	0
01015531	20D	1924	MS-65/65	PM4X3/EXP	438659	1725.00	0 *	C
01016515	20D	1925	MS-65/65	P/Y	440751	1725.00	0 *	C
01016321	20D	1925	MS-64/64	PM4	440557	1725.00	0 *	C
01016560	20D	1925	MS-65/65	PM5	440796	1725.00	0 *	C
01016564	20D	1925	MS-65/65	PM5	440800	1725.00	0 *	C
01016553	20D	1925	MS-65/65	PM5	440789	1725.00	0 *	C
01016597	20D	1924	MS-65/65	PM5	440833	1725.00	0 *	C
00992127	20D	1924	MS-64/64	PM4X3	429090	1725.00	0 *	C
47234004	20D	1926	MS-65/65	P-41500	432447	1725.00	666	C
					DUE	69000.00		C
YOUR PAYMENT SCHEDULE IS AS FOLLOWS:								
AUG 30, '88		69000.00						

See Terms and Conditions of Sale on the reverse side

Notice: Title to the coins described above shall not pass to purchaser until the invoice amount is paid in full.

1/1/1

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing

and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am ☐ an Officer ☐ a partner ☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

☐ I am one of the attorneys for

a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on, 19, at California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENT

(other than summons and complaint)

Received copy of document described as

on, 19.

Type or Print Name

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF Los Angeles

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is: 355 South Grand Avenue, Suite 3800, Los Angeles, CA 90071

On Jan. 18 19 89, I served the foregoing document described as COUNTERCLAIM FOR BREACH OF PURCHASE CONTRACTS, BREACH OF EXPRESS WARRANTIES, FRAUD, NEGLEGT MISREPRESENTATION, UNFAIR COMPETITION, AND BREACH OF SALES CONTRACT on all interested parties

in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Robert M. Ross, Esq.
Klass, Helman & Ross
10850 Wilshire Blvd., Suite 500
Los Angeles, CA 90024

Peter J. Wilson, Esq.
Latham & Watkins
650 Town Center Drive, Suite 2000
Costa Mesa, CA 92626

☒ (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Los Angeles, California.

Executed on January 18, 19 88 at Los Angeles, California.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

Executed on, 19, at, California.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

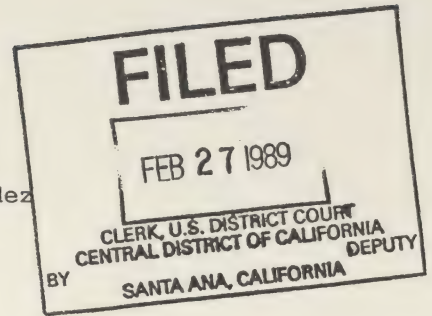
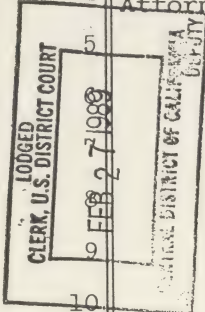
Janet L. Stober

Type or Print Name

Signature

1 ROBERT M. ROSS
2 KLASS, HELMAN & ROSS
3 10850 Wilshire Boulevard, Suite 500
4 Los Angeles, California 90024
5 (213) 277-2224

6 Attorneys for Plaintiff Gary Fernandez



7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9
10

11 GARY FERNANDEZ,

12 Plaintiff,

13 v.

14 DAVID HALL; PROFESSIONAL COIN
15 GRADING SERVICE, a California
16 corporation; STEVEN IVY;
17 JAMES HALPERIN; HERITAGE
18 CAPITAL CORPORATION, a Texas
19 corporation; and DOES 1
20 through 20, Inclusive,

21 Defendants.

22 CASE NO. CV 88-556 JSL (RWRx)

23 PLAINTIFF'S ANSWER

24 TO COUNTER CLAIM OF DEFENDANTS
25 DAVID HALL AND PROFESSIONAL
26 COIN GRADING SERVICE, INC.

27 1. In reply to the allegations set forth by counter-claimant
28 in paragraph 1. of the counterclaim, this answering defendant
admits that the Federal Court has jurisdiction. Except as
expressly herein admitted this answering defendant denies in the
conjunctive as well as disjunctive each and every allegation
therein contained.

2. In answer to the allegations set forth in paragraph 2 of
counter complaint this answering defendant denies in the
disjunctive as well as the conjunctive each and every allegation

1 therein contained.

2 3. In answer to the allegations set forth in paragraph 3 of
3 counter complaint this answering defendant denies in the
4 disjunctive as well as the conjunctive each and every allegation
5 therein contained.

6 4. In answer to the allegations set forth in paragraph 4
7 of counter complaint this answering defendant denies in the
8 disjunctive as well as the conjunctive each and every allegation
9 therein contained.

10 5. In answer to the allegations set forth in paragraph 5 of
11 counterclaim, this answering defendant hereby incorporates and
12 reallege the allegations set forth in paragraph 1. and 2. of this
13 answer as though set forth herein again in full.

14 6. In answer to the allegations set forth in paragraph 6 of
15 counterclaim, this answering defendant denies for lack of
16 information and belief the date of incorporation and the date
17 defendant, Professional Coin Grading Service (hereinafter referred
18 to as "PCGS") accepted its first coin for grading. Save and
19 express this expressly denied for lack of information and belief,
20 this answering defendant denies in the disjunctive as well as the
21 conjunctive, each and every other and further allegation therein
22 set forth and specifically denies that PCGS has become identified
23 with accurately grading and authentically grading coins of
24 guaranteeing said coins and further specifically and expressly
25 denies that PCGS authenticates and grades coins according to
26 grading standards implied and interpreted by grading experts. This
27 answering defendant further expressly denies that there is any
28 public confidence in the grading or packaging of coins by PCGS.

1 7. In answer to the allegations set forth in Paragraph 7
2 of the counterclaim, this answering defendant denies that PCGS
3 guarantees grade and authenticity of any coin submitted to PCGS for
4 grading and further expressly denies that PCGS pays any person the
5 difference between a current market value of the incorrect grade
6 and the correct grade. Except as expressly herein denied, this
7 answering defendant denies for lack of information or belief the
8 balance of allegations in said paragraph.

9 8. In answer to the allegations set forth in paragraph 8 of
10 the counterclaim this answering defendant admits that on or about
11 December 22, 1986, he became an authorized PCGS dealer and further
12 admits that Exhibit B is a true and correct copy of the PCGS dealer
13 Agreement between PCGS and Fernandez.

14 9. In answer to the allegations set forth in paragraph 9 of
15 the counterclaim this answering defendant admits that, as a PCGS
16 dealer and as a trader in Gold and Silver coins that he came into
17 possession of "PCGS coins". Except as expressly herein admitted
18 this answering defendant denies each and all of the balance of the
19 allegations set forth therein.

20 10. In answer to the allegations set forth in paragraph 10
21 of the counterclaim this answering defendant denies in the
22 disjunctive as well as the conjunctive each and every allegation
23 contained in said paragraph 10, 10(a), 10(b), and 10(c).

24 11. In answer to the allegations set forth in paragraph 11
25 of the counterclaim this answering defendant denies that he
26 knowingly passed off 1,700 counterfeit holders or any such
27 counterfeit holders. This answering defendant denies for lack of
28 information and belief each and all further allegations contained

1 in paragraph 11. of the counterclaim.

2 12. In answer to the allegations set forth in paragraph 12
3 of the counterclaim this answering defendant denies knowingly
4 passing off to the public any coins in counterfeit holders and
5 further expressly denies that he knew or intended to commit any of
6 the acts alleged in paragraph 12. of the counterclaim.

7 13. In answer to the allegations set forth in paragraph 13
8 of the counterclaim this answering defendant denies that he
9 knowingly or willfully used a false designation of origin or that
10 any goods referred to in paragraph 13. were knowingly transported
11 or used in interstate commerce or that he had knowledge of the
12 falsity of any description, words, symbols or numbers on any of the
13 coins referred to in paragraph 13. of the counterclaim.

14 14. In answer to the allegations set forth in paragraph 14
15 of the counterclaim this answering defendant denies in the
16 disjunctive as well as the conjunctive each and every allegation
17 therein contained and expressly and expressly and specifically
18 denies that Fernandez caused or is continuing to cause any damage
19 or that he benefited from any conducted or that he was unjustly
20 enriched in any sum.

21 15. In answer to the allegations set forth in paragraph 15
22 of the counterclaim this answering defendant denies that counter
23 claimant has sustained any damages whatsoever of any knowing act of
24 counter defendant whether in the sum of \$500,000 or any sum

25 COUNT II

26 (UNFAIR COMPETITION)

27 16. This answering counter-defendant reallege each answer
28 response and allegation to paragraphs 1 through 15 of the counter-

claim as herein above set forth.

17. In answer to the allegations set forth in paragraph 16 of the counterclaim this answering defendant denies that he engaged in any conduct in violation of common law unfair competition or in violation of California Business and Professions Code Section 17200 - 17208.

18. In answer to the allegations set forth in paragraph 17 of the counterclaim this answering defendant denies that he engaged in any unlawful, unfair or fraudulent business practices whether prohibited by common law, California Business and Professions Code Sections 17200 read with 17203 and 17205 or otherwise.

19. In answer to the allegations set forth in paragraph 18 of the counterclaim this answering defendant denies that he engaged in any unlawful acts, or that he caused or is continuing to cause any irreparable harm, injury or damage whether substantially or otherwise to counter claimant or to the public and further denies that counter defendant has benefited from any unlawful conduct or has been unjustly enriched.

20. In answer to the allegations set forth in paragraph 19 of the counterclaim this answering defendant denies for lack of information or belief each and every allegation therein contained.

21. In answer to the allegations set forth in paragraph 20 of the counterclaim this answering defendant denies in the disjunctive as well as the conjunctive that Fernandez's conduct was unlawful or unfair or that counter claimant has sustained any damages in the sum of \$500,000 or in any sum whatsoever.

22. In answer to the allegations set forth in paragraph 21 of the counterclaim this answering defendant denies in the

1 disjunctive as well as the conjunctive that he engaged in any
2 fraudulent, malicious, wanton or wilful disregard of counter
3 claimant's rights and further expressly denies that counter
4 claimant is entitled from any exemplary damages from counter
5 defendant in any amount whatsoever.

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COUNT III

(BREACH OF CONTRACT)

23. In answer to the allegations set forth in paragraph 22
of the counterclaim this answering defendant reallege and
incorporates by this reference his responses to paragraph 1 through
21. of the counterclaim as above responded to.

24. In answer to the allegations set forth in paragraph 23
of the counterclaim this answering defendant admits that on or
about December 22, 1986, counter defendant entered into a PCGS
dealer agreement and further admits that Exhibit B to the
counterclaim is a true and correct copy and accurate reproduction
of the PCGS dealer agreement between counter claimant and counter
defendant.

25. In answer to the allegations set forth in paragraph 24
of the counterclaim this answering defendant denies for lack of
information and belief each and every allegation set forth in
paragraph 24 of the counter claim.

26. In answer to the allegations set forth in paragraph 25
of the counterclaim this answering defendant denies in disjunctive
as well as conjunctive each and every allegation therein contained
and expressly denies the allegations set forth in paragraph 25(a),
(b), (c), (d) and (e).

1 27. In answer to the allegations set forth in paragraph 26
2 of the counterclaim this answering defendant denies each and every
3 allegation therein contained and expressly denies that counter
4 claimant suffered damages by reason of any act or activity or
5 conduct of this answering counter defendant in the sum of \$500,000
6 or any sum whatsoever.

7 AFFIRMATIVE DEFENSE

8 28. As and for a first affirmative defense, counter
9 defendant alleges that counter claimant is guilty of unclean hands.

10 29. As and for a second, separate and distinct affirmative
11 these answering cross defendants allege that cross complainants are
12 indebted to cross-defendant and that cross-defendants are therefore
13 entitled to set offs in excess of any obligations which may be owed
14 to cross-complainants herein.

15 Dated: February 24, 1989

KLASS, HELMAN & ROSS


ROBERT M. ROSS, Attorney
for Plaintiff

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21 FERN.ANS
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing

and know its contents.

☒ CHECK APPLICABLE PARAGRAPH

- ☐ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.
- ☐ I am ☐ an Officer ☐ a partner ☐ a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ☐ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. ☐ The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

- ☐ I am one of the attorneys for
- a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on , 19 , at California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Type or Print Name

Signature

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENT (other than summons and complaint)

Received copy of document described as

on , 19 .

Type or Print Name

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of LOS ANGELES, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

10850 Wilshire Blvd., Suite 500 Los Angeles, CA 90024

On Feb. 27, 1989 I served the foregoing document described as

PLAINTIFF'S ANSWER TO COUNTER-CLAIM

on all interested parties

in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

PETER WILSON, ESQ.
LATHAM & WATKINS
650 TOWN CENTER DRIVE, 20TH FLOOR
COSTA MESA, CA 92626

WILLIAM J. RIEFMAN, ESQ.
MAYER, BROWN & PLATT
355 SO. GRAND AVENUE
LOS ANGELES, CA 90071

- ☒ (BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail at Los Angeles, California.

Executed on Feb. 27, 1989, 19 , at Los Angeles, California.

- ☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

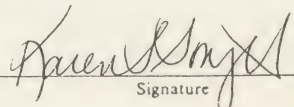
Executed on , 19 , at , California.

- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

KAREN S. SMYTH

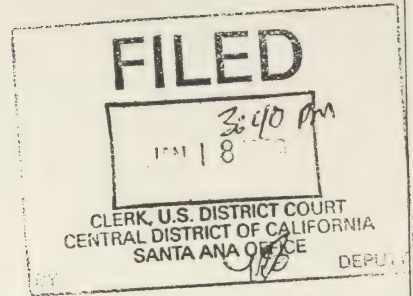
Type or Print Name


Signature

LATHAM & WATKINS
Robert E. Currie
Peter J. Wilson
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626

(714) 540-1235

Attorneys for Defendant DAVID HALL and
Defendant and Counterclaimant
PROFESSIONAL COIN GRADING SERVICE, INC.



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GARY FERNANDEZ,

Plaintiff,

v.

DAVID HALL; PROFESSIONAL COIN
GRADING SERVICE, a California
corporation; STEVEN IVY;
JAMES HALPERIN; HERITAGE CAPITAL
CORPORATION, a Texas corporation;
and DOES 1 through 20, inclusive,

Defendants.

PROFESSIONAL COIN GRADING
SERVICE, INC.

Counterclaimant,

v.

GARY FERNANDEZ,

Counterdefendant.

Case No. CV 88-556JSL(RWRx)

COUNTERCLAIM FOR
VIOLATION OF 15 U.S.C.
§ 1125 (UNFAIR
COMPETITION); UNFAIR
COMPETITION; BREACH OF
CONTRACT

Counterclaimant alleges:

JURISDICTION AND VENUE

1. This Counterclaim arises under the trademark laws
of the United States as well as under the common law and

9

1 statutes of the State of California. This Court has
2 jurisdiction under and by virtue of 15 U.S.C. §§ 1121 and
3 1125(a), and 28 U.S.C. §§ 1338(a) and (b).

4 2. By filing suit against counterclaimant in this
5 Court, counterdefendant has waived any right to object to the
6 venue of the Counterclaims.

7 PARTIES

8 3. At all relevant times counterclaimant
9 Professional Coin Grading Service, Inc. ("PCGS") was and now is
10 a California corporation, with its principal place of business
11 in the County of Orange, City of Irvine, State of California,
12 and at all times herein mentioned was engaged in the business of
13 grading and authenticating rare coins.

14 4. Counterclaimant is informed and believes, and
15 thereupon alleges, that counterdefendant Gary Fernandez was and
16 now is a person whose residence is in the State of California,
17 County of Alameda, and at all times herein mentioned was doing
18 business throughout the State of California and the United
19 States as a rare coin dealer.

20 COUNT ONE

21 (Unfair Trade Practices - Passing Off)

22 5. Counterclaimant realleges and incorporates by
23 this reference the allegations of paragraphs 1 through 4,
24 inclusive, hereof as though set forth in full herein.

25 6. Counterclaimant PCGS was incorporated under and
26 in accordance with the laws of the State of California on August
27 14, 1985. PCGS accepted its first coin for grading in February,
28 1986. Since August, 1985, and without interruption since, PCGS

has used the names "Professional Coin Grading Service" and "PCGS" in connection with its business and has expended many thousands of dollars in promoting its business under those names and making them familiar to the public at large and to coin dealers, coin buyers and persons involved in the numismatic trade in particular. Notwithstanding the relatively short period of time since its inception, PCGS has built up a valuable goodwill under those names and has become the recognized market leader in the business of coin grading and authentication. The names "Professional Coin Grading Service" and "PCGS" have become identified with accurately graded and authenticated coins having the characteristics and bearing the guarantee more fully discussed hereunder. PCGS authenticates and grades coins according to PCGS grading standards as applied and interpreted by grading experts employed and/or retained under contract by PCGS. Once a coin is graded, PCGS places the coin in a sealed PCGS holder which bears the PCGS name, the PCGS trade or service mark, the PCGS grade assigned to the coin in the holder and a unique PCGS certification number. A true and correct photostatic copy of the front and reverse sides of a representative, sealed PCGS coin holder is attached hereto as Exhibit "A." The value of the PCGS grading system is dependent upon the public's confidence in both the accuracy of the grade assigned to each coin and the knowledge that the expert PCGS graders - and no others - have assigned to the coin the grade that appears in its sealed holder. If the public's confidence in either the grading or packaging is compromised, the PCGS grading process loses its entire value.

1 7. Every coin graded by PCGS, once sealed in its
2 coin holder with the insert specifying its grade and unique PCGS
3 certification number (hereinafter a "PCGS coin"), is guaranteed
4 by PCGS. The guarantee, which is extended to every PCGS coin
5 owner, guarantees the grade and authenticity of the coin. Any
6 person purchasing a coin thought to have been incorrectly
7 graded may resubmit the coin to PCGS for regrading. Upon
8 confirmation that the coin was in fact incorrectly graded, PCGS
9 will pay such person the difference between the current market
10 value of the incorrect grade and the correct grade.

11 8. PCGS only grades coins submitted to it by
12 authorized PCGS coin dealers. In order to become an authorized
13 PCGS dealer, a prospective dealer whose application has been
14 approved by PCGS must sign a PCGS Dealer Agreement. On December
15 22, 1986, counterdefendant became an authorized PCGS dealer,
16 entitling him to submit coins to PCGS for grading. A true and
17 correct copy of the PCGS Dealer Agreement between PCGS and
18 counterdefendant is attached hereto as Exhibit "B."

19 9. Between December 22, 1986 and September 2, 1988 -
20 the date PCGS terminated its Dealer Agreement with
21 counterdefendant - counterdefendant submitted over 300 coins to
22 PCGS for grading, thereby obtaining possession of that same
23 number of PCGS coins. Counterclaimant is informed and believes,
24 and thereupon alleges, that during the period February, 1986 to
25 the present, counterdefendant has come into possession of an
26 additional unknown number of PCGS coins through his trading in
27 the numismatic industry.
28

1 10. Counterclaimant is informed and believes, and
2 thereupon alleges, that counterdefendant has repeatedly engaged
3 in unfair trade practices as prohibited by 15 U.S.C. § 1125(a)
4 in that during the period late 1987 or early 1988 to the
5 present, counterdefendant has tampered with PCGS coins and with
6 the PCGS grading system in all of the following ways:

7 (a) By breaking open sealed PCGS coin
8 holders, removing the coins contained therein, placing
9 a coin of lesser value in a counterfeit holder,
10 inserting the genuine PCGS insert removed from the
11 broken holder, sealing the counterfeit holder, and
12 passing off the coin to the public as a PCGS coin, at
13 a price based upon the grade appearing on the insert.

14 (b) By breaking open sealed PCGS coin
15 holders, removing the coins contained therein, placing
16 a coin so removed in a counterfeit holder, inserting
17 with such coin a counterfeit insert bearing a grade
18 higher than the grade appearing on the original PCGS
19 insert for that coin, sealing the counterfeit holder,
20 and passing off the coin to the public as a PCGS coin,
21 at a price based upon the grade appearing on the
22 insert.

23 (c) By placing a coin in a counterfeit
24 holder together with a counterfeit insert which
25 purports to be a genuine PCGS insert and which assigns
26 a grade to the coin higher than the grade which would
27 have been assigned to the coin by PCGS had it been
28 graded by PCGS, and then passing off the coin to the

1 public as a PCGS coin, at a price based upon the grade
2 appearing on the insert.

3 11. Counterclaimant is presently aware of
4 approximately 1,700 counterfeit holders so passed off by
5 counterdefendant. Approximately 1,340 are in counterclaimant's
6 possession, and counterclaimant is informed and believes, and
7 thereupon alleges, that approximately 360 of such holders are in
8 the possession of the Federal Bureau of Investigation.
9 Counterclaimant is not presently aware, and cannot presently
10 ascertain, how many more counterfeit holders have been passed
11 off to the public.

12 12. In every instance where counterdefendant passed
13 off to the public one of the coins placed by him in counterfeit
14 holders, as referred to in paragraph 10 above, counterdefendant
15 knew and intended that he would thereby create a belief in the
16 purchaser of the coin that the coin was a PCGS coin protected by
17 the PCGS guarantee referred to in paragraph 7 and having the
18 status, marketability and reliability of grade and value enjoyed
19 by all PCGS coins. The direct and intended result of the acts
20 identified in paragraph 10 above was to cause the public to be
21 deceived and confused concerning the origin and grade of the
22 coins passed off by counterdefendant. Purchasers of the coins
23 passed off by counterdefendant were lead to believe that the
24 grade printed on the insert in the holder containing the coin
25 had been assigned to that coin by PCGS, when in fact such was
26 not the case.

27 13. Counterdefendant's aforesaid acts constitute an
28 actionable wrong under 15 U.S.C. § 1125(a) in that he knowingly

1 and willfully used in connection with his goods a false
2 designation of origin and a false description and representation
3 as to his coins, including words, symbols and numbers tending
4 falsely to describe or represent his coins as PCGS coins, and
5 has caused such coins to enter into, and be transported and used
6 in interstate commerce with knowledge of the falsity of such
7 designation of origin, description and representation.

8 14. By reason of the foregoing unlawful acts,
9 counterdefendant has caused, and is continuing to cause,
10 substantial and irreparable damage and injury to
11 counterclaimant and to the public and counterdefendant has
12 benefitted from such unlawful conduct and will continue to carry
13 out said unlawful conduct and to be unjustly enriched unless
14 enjoined by this Court.

15 15. As a proximate and direct result of
16 counterdefendant's acts of passing off, counterclaimant has
17 sustained damages is an as yet unascertained amount, but
18 exceeding \$500,000. Counterclaimant will ask leave of Court to
19 amend this Counterclaim to state the exact damages sustained
20 when that amount is established according to proof at the time
21 of trial.

22 COUNT TWO

23 (Unfair Competition)

24 As a separate and related claim for unfair competition
25 and deceptive trade practices under the common law and the laws
26 of the State of California, counterclaimant realleges and
27 incorporates by this reference the allegations of paragraphs 1
28

1 through 15, inclusive, hereof as though fully set forth in full
2 herein, and further alleges that:

3 16. This claim arises under the common law of unfair
4 competition and under California Business & Professions Code
5 §§ 17200 - 17208.

6 17. The actions of counterdefendant referred to in
7 paragraph 10 hereof constitute unlawful, unfair and fraudulent
8 business practices, as prohibited by the common law and by
9 Business & Professions Code § 17200 read with §§ 17203 and
10 17205.

11 18. By reason of counterdefendant's unlawful acts as
12 described herein counterdefendant has caused, and is continuing
13 to cause, substantial and irreparable damage and injury to
14 counterclaimant and to the public, and counterdefendant has
15 benefited from such unlawful conduct and will continue to carry
16 out said unlawful conduct and to be unjustly enriched unless
17 enjoined by this Court.

18 19. Counterclaimant has no adequate remedy at law.

19 20. As a proximate and direct result of
20 counterdefendant's unlawful conduct and acts of unfair
21 competition, counterclaimant has sustained damages in an as yet
22 unascertained amount, but exceeding \$500,000. Counterclaimant
23 will ask leave of Court to amend this Counterclaim to state the
24 exact damages sustained when that amount is established
25 according to proof at the time of trial.

26 21. In acting as set forth herein, counterdefendant
27 acted willfully, fraudulently, maliciously, and in wanton
28 disregard of counterclaimant's rights. Therefore,

1 counterclaimant seeks exemplary damages from counterdefendant in
2 an amount according to proof at trial.

3 COUNT THREE

4 (Breach of Contract)

5 22. Counterclaimant realleges and incorporates by
6 this references the allegations of paragraphs 1 through 21,
7 inclusive, hereof as though set forth in full herein.

8 23. On or about December 22, 1986, counterclaimant
9 and counterdefendant entered into the PCGS Dealer Agreement,
10 Exhibit "B" hereto.

11 24. Counterclaimant has performed all of the
12 covenants and conditions required on its part to be performed
13 under the dealer agreement.

14 25. Counterclaimant is informed and believes and
15 thereupon alleges that counterdefendant breached the dealer
16 agreement as follows:

17 (a) In breach of paragraph 2 of the dealer
18 agreement, counterdefendant used PCGS trade and service marks
19 for purposes other than the promotion of the PCGS grading
20 system and PCGS graded coins, as more fully set forth in
21 paragraph 10 hereof.

22 (b) In breach of paragraph 5 of the dealer
23 agreement, counterdefendant did not honor and accept the grades
24 assigned to coins by PCGS, as more fully set forth in paragraph
25 10 hereof.

26 (c) In breach of paragraph 8 of the dealer
27 agreement, counterdefendant did not comply with the laws
28

1 regarding unfair trade practices, as more fully set forth in
2 paragraph 10 hereof.

3 (d) In breach of paragraph 8 of the dealer
4 agreement, counterdefendant did not comply with the laws
5 regarding fraud, as more fully set forth in paragraph 10 hereof.

6 (e) By acting as set forth in paragraph 10
7 hereof, counterdefendant breached the covenant of good faith and
8 fair dealing implied by law in every contract.

9 26. As a direct and proximate result of
10 counterdefendant's conduct, counterclaimant has suffered
11 damages in an amount not yet ascertained, but exceeding
12 \$500,000. Counterclaimant will ask leave of Court to amend
13 this Counterclaim to state the exact damages sustained when that
14 amount is established according to proof at the time of trial.

15 WHEREFORE, counterclaimant prays for judgment against
16 counterdefendant as follows:

17 1. That counterdefendant, his agents, servants,
18 employees, successors, assigns and all those controlled by them,
19 be permanently enjoined from reproducing, copying,
20 counterfeiting, colorably imitating, or otherwise using in any
21 way without the consent of counterclaimant, the names
22 "Professional Coin Grading Service" or "PCGS" in connection with
23 the sale, offering for sale, exchange or distribution of coins
24 or coin holders or any other products related to the numismatic
25 trade;

26 2. That counterdefendant be ordered to deliver for
27 destruction all counterfeit coin holders;
28

1 3. That counterdefendant be ordered to account for
2 and pay over to counterclaimant all gains, profits and
3 advantages derived by him from his use of the name "Professional
4 Coin Grading Service";

5 4. That counterdefendant be ordered to pay all
6 damages sustained by counterclaimant resulting from
7 counterdefendant's acts of unfair trade practices and unfair
8 competition.

9 5. That counterdefendant be ordered to pay to
10 counterclaimant a sum equal to three times the amount of
11 counterclaimant's actual damages;

12 6. That counterdefendant be ordered to pay to
13 counterclaimant exemplary damages according to proof;

14 7. That counterdefendant be ordered to pay all
15 damages incurred by counterclaimant as a result of
16 counterdefendant's breach of contract;

17 8. That counterdefendant be ordered to pay
18 counterclaimant's costs of this action, including reasonable
19 attorneys' fees;

20 9. That the Court grant counterclaimant such other
21 and further relief as the Court deems just.

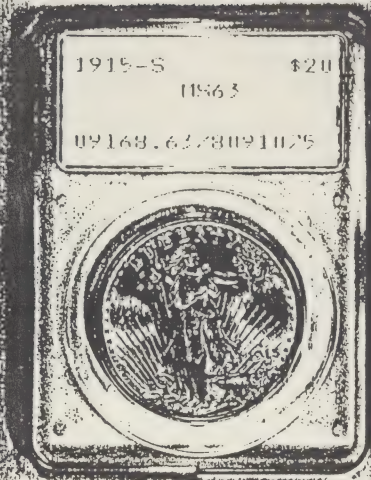
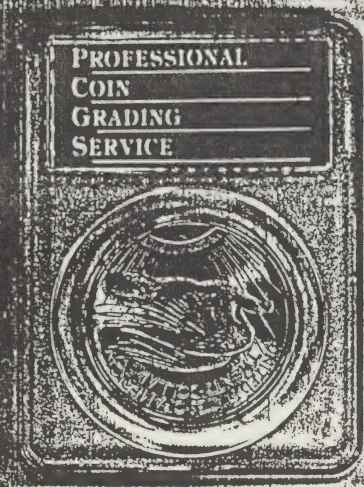
22 DATED: January 18, 1989

23 LATHAM & WATKINS

24 By: Peter J. Wilson

25 Peter J. Wilson

26 Attorneys for Defendant DAVID HALL
27 and Defendant and Counterclaimant
28 PROFESSIONAL COIN GRADING
 SERVICE, INC.



PCGS DEALER AGREEMENT

This Agreement is made as of December 22,, 1986,
between PROFESSIONAL COIN GRADING SERVICE, INC., a California
corporation ("PCGS"), and Fernandez & Associates Rare Coins,
a sole proprietorship ("Dealer").

PCGS authenticates and grades coins according to PCGS
grading standards as applied and interpreted by grading experts
employed by PCGS from time to time and then places the coins in
sonically sealed PCGS holders which bear the PCGS name, the
PCGS trade or service mark, the PCGS grade assigned to the coin
in the holder and a certification as to the PCGS grade and the
authenticity of the coin. PCGS wants to appoint Dealer as an
authorized PCGS dealer so that Dealer can be licensed to use
the PCGS trade and service marks, so that Dealer can act as a
commission sales representative for PCGS in accepting coins
from the public for grading by PCGS and in collecting the
grading fees charged by PCGS. Dealer is an active dealer in
coins and wants to become an authorized PCGS dealer for the
reasons set forth above.

Now, therefore, in consideration of the preceding recitals
and the mutual promises contained herein, and for other good
and valuable considerations, the receipt and sufficiency of
which are hereby acknowledged, PCGS and Dealer, intending to be
legally bound, agree as follows:

1. Appointment as Authorized PCGS Dealer. PCGS appoints Dealer to be an authorized PCGS dealer, with all of the rights and obligations set forth below. Dealer accepts this appointment, agrees to hold itself out to the public as an authorized PCGS dealer and agrees to fulfill its obligations as a PCGS dealer.

2. License. Subject to the terms and provisions set forth herein, PCGS licenses and authorizes Dealer to use such PCGS trade and service marks, logos and copyrighted materials, if any, as PCGS may now or later make available to its authorized dealers for the promotion of the PCGS grading system and PCGS-graded coins, or for the identification of PCGS dealers. Dealer accepts this license and agrees that it will reproduce or represent accurately any such licensed marks, logos or materials that it uses, including all =, SM and + symbols and any other included information identifying PCGS as the holder of rights thereto.

3. PCGS Grading Service Representative and Commissions. As part of its obligations as an authorized PCGS dealer, Dealer will accept coins from the public for grading by PCGS on such terms and conditions as PCGS may from time to time prescribe. Dealer must collect from the PCGS customer and remit to PCGS with the coin(s) to be graded the PCGS grading fee (initially \$22.00 per coin). Twice each month PCGS will pay to Dealer a

commission (initially, \$5.00 per coin) for each coin submitted for grading during the prior half-month period, less deductions for return postage and insurance. The grading fee and commission amounts are set forth on the fee schedule attached hereto as Exhibit "A" and are subject to change by PCGS upon thirty (30) days written notice to Dealer. Dealer will be responsible for collecting and remitting the PCGS fee, for maintaining proper records of the receipt and return of PCGS-graded coins, for properly handling and mailing of coins to PCGS, for promptly returning graded coins to customers, and for adequately insuring the coins against loss or theft in the mails, including obtaining the customer's agreement as to the value for which the coin should be insured.

Dealer acknowledges that PCGS will not grade coins which bear evidence of harsh cleaning, artificial toning, damaged surfaces, excessive major marks, planchet flaws, altered surfaces or PVC damage, or other similar impairments. Because the determination by PCGS to reject such impaired coins will require a review by its grading experts, Dealer will be required to pay the standard grading fee for any such coins submitted.

In addition to its basic grading service, PCGS may provide other services such as express grading, regrading and other related services for fees and commissions announced from time

to time by PCGS. The services provided and fees charged by PCGS shall be as shown on Exhibit "A" and shall be subject to change upon thirty (30) days notice to Dealer.

Dealer agrees that it is acting as a sales representative of PCGS in accepting and handling coins to be graded by PCGS, and Dealer will abide by all instructions issued by PCGS for the acceptance and handling of coins for PCGS, including any instructions as to grading fees, written order forms, limitations on the number or types of coins that can be accepted, or other terms and conditions related to the provision of grading services by PCGS.

4. PCGS Guaranty. PCGS guarantees that all coins submitted to it by Dealer shall be graded by a minimum of four PCGS grading experts in accordance with PCGS grading standards and under the procedures of PCGS, as such procedures are in effect from time to time. In the event Dealer believes that any coin has been graded improperly with respect to such standards and procedures, it may submit such coin to PCGS for regrading under a procedure which insures that the graders are unaware of the grade originally assigned. The fee for such regrading shall be the amount shown on Exhibit "A" which is subject to change upon thirty (30) days notice to Dealer. If the grade determined under such regrading procedure is lower than that originally assigned to the coin, PCGS shall pay

Dealer the difference between the highest then-current bid by any PCGS dealer for the coin in question at the newly established grade and the highest such bid for the coin at the grade originally assigned. This guaranty shall not apply to any coin as to which an obvious clerical error has been made with respect to the description or grade of the coin. Such errors shall be governed by the provisions of paragraph 6 below.

5. Acceptance of PCGS Grades. Dealer agrees that it will accept the grades assigned to coins by PCGS and that it will, upon request of a potential customer or another PCGS dealer, make a sight unseen, bona fide, cash offer to purchase any of the PCGS-graded coins which Dealer wishes to purchase. Also, as to any general or standing bid issued by Dealer to purchase a particular type of coin of a specified grade, Dealer shall purchase any PCGS coin tendered of that type and grade in accordance with the terms of such bid. Any such offer or standing bid must be determined independently by the Dealer.

Dealer's obligations to accept PCGS coins under this section are not intended to limit Dealer's freedom to engage in additional forms or types of trading or to restrict in any way Dealer's freedom to do the following:

(aa) Dealer may, in addition to the cash bids required above, make additional offers to buy or to sell, and trade, on such other terms as Dealer may choose;

(bb) Dealer may make offers to buy and to sell, and may trade in, non-PCGS-graded coins;

(cc) Dealer may make offers to buy from and to sell to, and may trade with, any persons or entities Dealer chooses; and

(dd) Dealer has absolute freedom to, and must, determine independently and unilaterally all bid and ask prices and all maximum dollar or quantity limitations.

6. Dealer's Duty to Inspect. Upon its receipt of graded coins from PCGS, Dealer shall inspect all items promptly and shall notify PCGS within five (5) days of any discrepancies or errors in the order received. In the event of any clerical error in the description of or grade assigned to a coin, Dealer will return such coin immediately to PCGS for correction of the error at the expense of PCGS. In no event shall Dealer display or deliver to a customer any PCGS coin containing a clerical error in the description or assigned grade.

7. Promotion. Dealer will exercise its best efforts to promote actively the PCGS grading service and PCGS-graded coins in Dealer's promotional materials. Dealer agrees, however, that it will not use any advertising or promotional material relating to the PCGS program unless such material complies fully with all compliance guidelines issued by PCGS from time to time. In the event Dealer is notified at any time that its

advertising or promotional materials violate PCGS guidelines, Dealer shall cease immediately from using such materials until the violation is remedied to the satisfaction of PCGS. PCGS will endeavor to include Dealer in all complete listings of authorized PCGS dealers included in PCGS promotional materials.

8. Legal Compliance. In all activities involving PCGS coins, Dealer will comply with all applicable federal and state antitrust, securities, commodities, consumer protection, unfair trade practice, fraud, and tax laws, and any other applicable laws or regulations. Dealer also will comply fully with all compliance guidelines which may be issued by PCGS from time to time to assist its authorized Dealers in complying with certain of those laws. Dealer acknowledges that such guidelines do not address compliance with all laws applicable to Dealer and that the guidelines are not a substitute for advice from Dealer's own counsel.

9. Indemnification. Dealer agrees to indemnify PCGS and to hold PCGS harmless from all claims, demands, causes of action and suits, including all legal fees incurred by PCGS in investigating and defending the same, which arise out of or are based upon allegations relating to Dealer's conduct as an authorized PCGS dealer.

10. Records. Dealer and PCGS will maintain adequate records relating to the performance of their respective

obligations hereunder. Such records may be inspected on reasonable notice during normal business hours.

11. Independent Contractor. The parties acknowledge and agree that Dealer will perform its services hereunder as an independent contractor, and nothing contained in this agreement shall be construed to create a partnership or joint venture between PCGS and dealer. Neither party shall have the power or authority to bind the other with respect to any obligation or agreement.

12. Non Assignability. The rights and obligations of Dealer hereunder may not be assigned or transferred without the prior written consent of PCGS.

13. Non-Exclusive Dealer. PCGS reserves the right to appoint at any time such other authorized PCGS dealers as it chooses, and Dealer has no exclusive rights hereunder. Dealer is not obligated, and has not agreed, to handle or deal only in PCGS graded coins, and Dealer is free to buy, sell or otherwise trade in, or act as a dealer for, any other types of graded or ungraded coins or other products or services.

14. Termination. PCGS shall have the right to terminate this agreement upon five (5) days written notice for good cause. Dealer shall have the right to terminate this agreement upon five (5) days prior written notice to PCGS.

15. Rights and Obligations Upon Termination. In the event of any termination of this agreement, PCGS will pay to Dealer within thirty (30) days of the effective date of such termination, any commissions owed hereunder.

16. Governing Law. This agreement is delivered and accepted in the State of California and it is the intention of the parties that it be governed by and construed in accordance with the laws of that State.

17. Arbitration. In the event of any dispute between the parties with respect to their rights and obligations under this agreement, such dispute shall be resolved by arbitration conducted in the following manner: Either party may give written notice to the other of a matter in dispute and in such notice shall designate his arbitrator. Within ten days after the service of such notice, the other party shall give written notice to the party giving notice, and shall designate its arbitrator in such notice. The first and second arbitrator so designated or appointed shall meet within ten days after the second arbitrator is appointed and if, within thirty days after the second arbitrator is appointed, the first and second arbitrators do not agree upon a resolution of the dispute, they shall appoint a third arbitrator, who shall be a competent and impartial person knowledgeable about the numismatic coin business. If the arbitrators cannot agree upon a third

arbitrator, then either party may request that such appointment may be made by American Numismatic Information Exchange, Inc. Each party shall pay the fees and expenses of the arbitrator appointed by such party, and the fees and expenses of the third arbitrator, and all other expenses, if any, shall be borne equally by both parties. A decision joined in by two of the three arbitrators shall be the decision of all of the arbitrators. After reaching a decision, the arbitrators shall give written notice thereof to the parties.

18. Entire Agreement/Written Amendments. This agreement represents the entire agreement of the parties with respect to the subject matter hereof and no prior understandings, customs or courses of dealings shall be binding unless set forth herein. This agreement may be modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

PROFESSIONAL COIN GRADING SERVICE, INC.

By: Henry L. Cybin [Corporate Seal]

DEALER: Fernandez & Associates Rare Coins

By: [Signature] [Corporate Seal]
Fernandez

EXHIBIT "A"
PCGS FEE SCHEDULE

Regular Service Fee	\$ 22.00
Commission	5.00
Express Service Fee	\$ 55.00
Commission	10.00
One-Day Walk-Through Service Fee	\$200.00
Commission	0.00
Resubmission Fee	\$ 20.00
Commission	5.00
Guaranty Submission Fee*	\$ 20.00
Commission	0.00

*Refundable in certain cases in accordance with the Dealer Agreement.

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